



भारत का राजपत्र The Gazette of India

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सं. 23]

नई दिल्ली, शनिवार, जून 7, 2003/ज्येष्ठ 17, 1925

No. 23]

NEW DELHI, SATURDAY, JUNE 7, 2003/JYAISTHA 17, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

CABINET SECRETARIAT

नई दिल्ली, 29 मई, 2003

New Delhi, the 29th May, 2003

का. आ. 1588.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गुजरात राज्य सरकार की अधिसूचना सं. जी.जी./44/एस.बी.आई./एफ.आई.आर/112003/3975 दिनांक 28-4-2003 द्वारा प्राप्त गुजरात राज्य सरकार की सहमति से पुलिस स्टेशन बापू नगर अहमदाबाद सिटी, गुजरात में दर्ज एफआईआर सी आर सं. 101/2003, दिनांक 11-03-2003 के संबंध में भारतीय दंड संहिता 1860 की धारा 307 और 34 तथा आयुध अधिनियम की धारा 25(1 ए) और (1 बी) दंडनीय अपराधों और उक्त अपराध अथवा अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड़यंत्रों तथा उसी संव्यवहार के अनुक्रम में किये गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण गुजरात राज्य पर करती है।

S. O. 1588.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Gujarat Home Department (Spl.) Sachivalaya vide Notification No. G.G./44/SBI/FIR/112003/3975 dated 28-4-2003, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Gujarat for investigation of offences punishable under Section 307 read with 34 of Indian Penal Code, 1860 and also under Section 25 (1A) and (1B) of Arms Act, 1959 of FIR I CR. No. 101/2003 dated 11-3-2003 registered at Bapu Nagar Police Station, Ahmedabad City, Gujarat and any other offence or offences, attempts, abetments and conspiracies in relation to or in connection with the said offences or offences committed in the course of the same transaction or arising out of the same facts.

[सं. 228/38/2003-डीएसपीई]

[No. 228/38/2003/DSPE]

शुभा ठाकुर, अवर सचिव

SHUBHA THAKUR, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 9 मई, 2003

स्टाम्प

का. आ. 1589.— भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा आई सी आई सी बैंक लिमिटेड, मुम्बई को मात्र तीन करोड़ साठ लाख सत्तावन हजार पचहत्तर रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र चार सौ अस्सी करोड़ छियत्तर लाख दस हजार रुपए के समग्र मूल्य के ऋणपत्रों के स्वरूप वाले 961522 आई सी आई सी आई बैंक असुरक्षित विमोच्य बाण्डों (मार्च, 2003 निर्गम) पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 20/2003-स्टाम्प/फा. सं. 33/23/2003-बि. क.]

आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 9th May, 2003

STAMPS

S.O. 1589.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits ICICI Bank Limited, Mumbai to pay consolidated stamp duty of rupees three crore sixty lakh fifty seven thousand seventy five only chargeable on account of the stamp duty on 961522 ICICI Bank Unsecured Redeemable Bonds (March, 2003 Issue) in the nature of Debentures aggregating to rupees four hundred eighty crore seventy six lakh ten thousand only, to be issued by the said Bank.

[No. 20/2003-STAMP/F. No. 33/23/2003-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 14 मई, 2003

स्टाम्प

का. आ. 1590.— भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भारतीय औद्योगिक विकास बैंक, मुम्बई को मात्र चार करोड़ पिचासी लाख छियासठ हजार पांच सौ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र चार सौ पिचासी करोड़ छियासठ लाख पचास हजार रुपए के समग्र मूल्य के आईडीबीआई फ्लैक्सीबाण्ड-18 (939621 बाण्ड भौतिक रूप में तथा 31709 बाण्ड डिमैटरलाइज्ड रूप में) के रूप में वर्णित बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 23/2003-स्टाम्प/फा. सं. 33/24/2003-बि. क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 14th May, 2003

STAMPS

S. O. 1590.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Industrial Development Bank of India, Mumbai to pay consolidated stamp duty of rupees four crore eighty five lakh sixty six thousand five hundred only chargeable on account of the stamp duty on bonds described as IDBI Flexibonds-18 (939621 bonds in physical form and 31709 bonds in the dematerialized form) aggregating to rupees four hundred eighty five crore sixty six lakh fifty thousand only, to be issued by the said Bank.

[No. 23/2003-STAMP/F. No. 33/24/2003-ST]

R. G. CHHABRA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 21 मई, 2003

का. आ. 1591.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2003-2004, 2004-2005 और 2005-2006 के लिए नीचे पैरा (3) में उल्लिखित उद्यम/औद्योगिक उपक्रम को अनुमोदित किया गया है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

- (i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा,
- (ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/औद्योगिक उपक्रम :—
 - (क) अवसंरचनात्मक सुविधा को जारी रखना बंद कर देता है, अथवा
 - (ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उप-नियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा
 - (ग) आयकर नियमावली, 1962 के नियम 2ड के उप-नियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/औद्योगिक उपक्रम है :—

एक औद्योगिक पार्क होने के नाते मैसर्स टाइडेल पार्क लिमिटेड नं. 4, कैनाल बैंक रोड, तारामणि, चेन्नई-600113 के सूचना प्रौद्योगिकी/साफ्टवेयर प्रौद्योगिकी के लिए चेन्नई स्थित साफ्टवेयर प्रौद्योगिकी पार्क की उनकी परियोजना के विकास, अनुरक्षण एवं प्रचालन हेतु। (फा. सं. 205/101/1999-आयकर नि.-II)

[अधिसूचना सं. 131/2003/फा. सं. 205/101/1999-आयकर नि.-II]

संगीता गुप्ता, निदेशक (आयकर नि.-II)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 21st May, 2003

S.O. 1591.—It is notified for general information that enterprise/industrial undertaking listed at para (3) below has been approved by the Central Government for the purpose of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2003-2004, 2004-2005 and 2005-2006.

2. The approval is subject to the condition that—

- (i) the enterprise/industrial undertaking will conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—
 - (a) ceases to carry on infrastructure facility; or
 - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or
 - (c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise/industrial undertaking approved is—M/s. Tidel Park Limited, No. 4, Canal Bank Road, Taramani, Chennai-600113 for their project of Development, Maintenance and Operations of Software Technology Park at Chennai for information technology/software technology, being an industrial park (F. No. 205/101/1999/ITA.II).

[Notification No. 131/2003/F. No. 205/101/1999—ITA-II]
SANGEETA GUPTA, Director (ITA.II)

नई दिल्ली, 23 मई, 2003

का. आ. 1592.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग, नई दिल्ली में आर्थिक सलाहकार, श्री योगेश चन्द्र को सुश्री पी. बोलिना के स्थान पर तत्काल प्रभाव से तथा अगला आदेश होने तक अथवा वित्त मंत्रालय में उनके अधिकारी न रहने पर, जो भी पहले हो, ओरियंटल बैंक आफ कामर्स के निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[फा. सं. 9/3/2002-बीओ-1(i)]

रमेश चन्द्र, अवर सचिव

New Delhi, the 23rd May, 2003

S.O. 1592.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Shri Yogesh Chandra, Economic Adviser, Ministry of Finance, Department of Economic Affairs, Economic Division, New Delhi as a director on the Board of Directors of Oriental Bank of Commerce with immediate effect and until further orders or until he ceases to be an officer of Ministry of Finance, whichever is earlier vice Miss P. Bolina.

[F. No. 9/3/2002-B.O.I(i)]

RAMESH CHAND, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 23 मई, 2003

का. आ. 1593.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग, जापान प्रभाग, नई दिल्ली में संयुक्त सचिव (जापान, यूएनपीएसई एवं सीपीओ) श्री प्रदीप के. देब को श्रीमती उषा माथुर के स्थान पर तत्काल प्रभाव से तथा अगला आदेश होने तक अथवा वित्त मंत्रालय में उनके अधिकारी न रहने पर, जो भी पहले हो, इंडियन ओवरसीज बैंक के निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[फा. सं. 9/3/2002-बीओ-1(ii)]

रमेश चन्द्र, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 23rd May, 2003

S.O. 1593.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of clause 3 of the nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri Pradeep K. Deb, Joint Secretary (Japan, UNPSE and CVO), Ministry of Finance, Department of Economic Affairs, Japan Division, New Delhi as a director on the Board of Directors of Indian Overseas bank with immediate effect and until further orders or until he ceases to be an officer of Ministry of Finance, whichever is earlier vice Smt. Usha Mathur.

[F. No. 9/3/2002-B.O.I(ii)]

RAMESH CHAND, Under Secy.

(बीमा प्रभाग)

नई दिल्ली, 27 मई, 2003

का० आ० 1594.—केन्द्रीय सरकार, बीमा विनियामक एवं विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री सी. एस. राव को उक्त प्राधिकरण के अध्यक्ष पद पर रुपये 26,000/- (निश्चित) घटा पेंशन के वेतनमान में 10 जून, 2003 से पांच वर्ष के लिए अथवा 65 वर्ष की आयु प्राप्त होने तक एतद्द्वारा नियुक्त करती है।

[फा. सं. 11(1)/2003-बीमा-IV]

आर. रंगनाथ, निदेशक

(Insurance Division)

New Delhi, the 27th May, 2003

S.O. 1594.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) the Central Government hereby appoints Shri C.S. Rao as Chairperson of the said Authority in the payscale of Rs. 26,000/- (fixed) minus pension if any, for a period of five years with effect from 10th June, 2003 or until he attains the age of 65 years, whichever is earlier.

[F. No. 11(1)/2003-Ins. IV]

R. RENGANATH, Director

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

(डाक जीवन बीमा निदेशालय)

नई दिल्ली, 5 मई, 2003

का० आ० 1595.—डाक जीवन बीमा के अंतर्गत भारत की ग्रामीण जनता को शामिल करने के लिए अधिसूचना सं. 5-1/94-पीएलआई दिनांक 15-3-1995 के अधीन ग्रामीण डाक जीवन बीमा स्कीम 24-3-1995 से शुरू की गई थी। प्रारंभ में यह स्कीम तीन वर्षों की अवधि के लिए थी और बाद में केन्द्रीय सरकार की विशेष मंजूरी के अधीन इसे और तीन वर्षों की अवधि के लिए बढ़ाया गया था।

एतद्द्वारा डाक जीवन बीमा स्कीम को उन्हीं निबंधन

आधार पर चलाने की सहर्ष अनुमति देते हैं।

प्राधिकार : वित्त मंत्रालय, आर्थिक कार्य विभाग, बीमा डिवीजन का पत्र सं. 97(19)/आईएनएस. II/2001 दिनांक 24-1-2003]

[सं. 5-1/94-एल आई]

वी. पति, उप-महाप्रबंधक

MINISTRY OF COMMUNICATIONS AND IT

(Department of Posts)

(Directorate of Postal Life Insurance)

New Delhi, the 5th May, 2003

S.O. 1595.—The Rural Postal Life Insurance scheme for the coverage of rural public in India under Postal Life Insurance was introduced with effect from 24-03-95 under notification number 5-1/94-PLI dated 15-03-95, initially for a period of three years and extended for a further period of three years under the specific approval of Central Government.

The President is now pleased to allow continuance of the Rural Postal Life Insurance Scheme on regular basis on the same terms and conditions.

[Authority :—Ministry of Finance, Department of Economic Affairs, Insurance Division letter number 97(19)/INS.II/2001 dated 24-01-2003].

[No. 5-1/94-LI]

V. PATI, Dy. General Manager

नई दिल्ली, 5 मई, 2003

का. आ. 1596.—राष्ट्रपति डाकघर बीमा निधि नियमावली के नियम 9 और 44 में इस उपबंध के साथ सहर्ष संशोधन करते हैं कि उपर्युक्त संशोधित नियम भारत के राजपत्र में इस अधिसूचना के प्रकाशित होने तक इन नियमों द्वारा विनियमित दावे के मामलों पर भी लागू होंगे :—

(i) नियम 9 के उप नियम 4 के खंड (क) के बाद एक परन्तुक निम्नानुसार शामिल किया जाएगा :—

“बशर्ते कि यदि किसी पॉलिसी धारक के किसी कानूनी उत्तराधिकारी (उत्तराधिकारियों) अथवा नामित-व्यक्ति (व्यक्तियों) पर पॉलिसी धारक की हत्या का आरोप लगाया गया हो, तो उसे तब तक पॉलिसी की राशि अदा नहीं की जाएगी जब तक कि सक्षम न्यायालय द्वारा उसे ससम्मान रिहा नहीं किया जाता”।

(ii) डाकघर बीमा निधि नियमावली के नियम 9 के उप नियम 4 के खंड (ज) के नीचे टिप्पणी सं. 4 के नीचे निम्नानुसार एक नई टिप्पणी सं. 5 जोड़ी जाएगी :—

“किसी जीवन बीमा-पॉलिसी के अधीन नामित-व्यक्ति को पॉलिसी धारक की मृत्यु होने पर मात्र पॉलिसी के अधीन देय राशि लेने का अधिकार है तथा वह बीमाकर्ता को एक मान्य निस्तारण-पत्र देगा। नामित-व्यक्ति पॉलिसी के अधीन देय राशि का स्वामी नहीं बन सकता और पॉलिसी धारक के कानूनी प्रतिनिधि को धनराशि सौंपना उसका दायित्व है। इस प्रकार, इन नियमों के नियम 44 के उप नियम 1 के उपबंध के अधधीन नामित-व्यक्ति केवल एक रिसीवर के रूप में कार्य करता है”।

(iii) अधिसूचना सं. 9-62/93-एलआई दिनांक 5-8-1994 के तहत पुरस्थापित किए अनुसार डाकघर बीमा निधि नियमावली के नियम 44 के नीचे एक उप नियम (1) तथा उसके अधीन निम्नानुसार एक टिप्पणी जोड़ी जाएगी :—

“नामित-व्यक्ति (व्यक्तियों) अथवा किसी कानूनी प्रतिनिधि (प्रतिनिधियों) द्वारा पॉलिसी धारक की हत्या के मृतक दावा मामलों का निपटारा” :

यदि पॉलिसी धारक की कानूनी प्रतिनिधियों/नामित-व्यक्ति (व्यक्तियों) में से किसी के द्वारा हत्या कर दी जाती है, तो पॉलिसी की राशि हत्यारे को अदा नहीं की जाएगी चाहे उसे सक्षम न्यायालय द्वारा संदेह का लाभ देते हुए बरी ही क्यों न कर दिया गया हो।

टिप्पणी : (i) यदि व्यक्ति (व्यक्तियों), जो पॉलिसी धारक की मृत्यु के मामले में, डाकघर बीमा निधि नियमावली के अधीन पॉलिसी की राशि पाने का पात्र है/के पात्र हैं, उन पर बीमा धारक की हत्या करने के अपराध अथवा ऐसा अपराध करने के लिए प्रवर्तित करने का आरोप लगाया गया है, तो ऐसे व्यक्ति (व्यक्तियों) का दावा, पॉलिसी की राशि प्राप्त करने वाले परिवार के पात्र सदस्य (सदस्यों) सहित, तब तक निलंबित रहेगा जब तक कि उसके/उनके खिलाफ शुरू की गई अपराधिक कार्रवाइयों का निर्णय नहीं हो जाता।

(ii) अपराधिक कार्रवाइयों का निर्णय होने पर, यदि व्यक्ति (व्यक्तियों) को पॉलिसी धारक की हत्या अथवा हत्या करने के लिए प्रवर्तित करने के लिए दोषी ठहराया जाता है अथवा संदेह का लाभ देते हुए उससे बरी किया जाता है, तो ऐसे व्यक्ति (व्यक्तियों) का पॉलिसी की राशि लेने से विवर्जित किया जाएगा तथा उसका भुगतान पॉलिसी धारक के अन्य पात्र वैधानिक उत्तराधिकारी (उत्तराधिकारियों) को देय होगा।

[सं. 5-11/95-एलआई (पार्ट)]

वी. पति, उप महाप्रबंधक

New Delhi, the 5th May, 2003

S.O.1596.—The President is pleased to amend the Rule 9 and 44 of Post Office Insurance Fund Rules with the provision that the aforesaid amended rules will also apply to claim cases governed by these rules pending on the date of publication of this notification in the Gazette of India ;

(i) A proviso shall be inserted after clause (a) of Sub Rule 4 of Rule 9 as under :—

“Provided that if any of the legal heir(s) or the nominee (s) of a policy holder has been charged with the murder of the policy holder, the policy money shall not be paid to him/her unless he/she is honorably acquitted of by the competent court of law”

(ii) A new note No. 5 will be added under Note No. 4 below clause (h) of Sub Rule 4 of Rule 9 of POIF Rules as under :

“A nominee under a policy of life insurance has a bare right to collect the money payable under the policy on the death of the insured and give a good discharge to the insurer. The nominee does not become the owner of the money payable under the policy and he/she is liable to make it over to the legal representative of the insured. Thus the nominee acts as a receiver only, subject to the provision of Sub Rule 1 of Rule 44 of these Rules”.

(iii) A sub Rule (1) and a note there under shall be added below Rule 44 of POIF Rules as introduced vide Notification No. 9-62/93-LI dated 5-8-1994 as under :—

“Settlement of death claim cases of murder of the insured by the nominee(s) or any legal representative(s)”

If the policy holder is murdered by any of the legal representatives/nominee(s), the policy money shall not be paid to the murderer even if he/she is acquitted by the competent court of law by giving him/her the benefit of doubt.

Note : (i) If person(s), who in the event of death of Policy holder, is/are eligible to receive the policy money under POIF Rules, is/are charged with the offence of murdering the policy holder or for abetting the commission of such an offence, the claim of such person(s), including other eligible member or members of the family to receive the policy money, shall remain suspended till the conclusion of the criminal proceedings instituted against him/them.

(ii) If on the conclusion of the criminal proceedings, the person(s) concerned is/are convicted for the murder or abetting the murder of the Policy holder or acquitted thereof by giving benefit of doubt, such person(s) shall be debarred from receiving the policy money which shall be payable to other eligible legal heir(s) of the policy holder.

[No. 5-11/95-LI(Pt)]

V. PATI, Dy. General Manager

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 12 मई, 2003

का० आ० 1597.—राजनयिक कौंसली अधिकारी (रापथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वाँ) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायोग कैनबरा में श्री राजपाल, नि.श्रे. लिपिक को 12-05-2003 से सहायक कौंसली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2003]

यू. एस. रावत, अवर सचिव (कौन्सुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 12th May, 2003

S.O.1597.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Raj Pal, L.D.C in the High Commission of India, Canberra to perform the duties of Assistant Consular Officer with effect from 12-05-2003.

[No. T. 4330/01/2003]

U. S. RAWAT, Under Secy. (Cons.)

पर्यावरण एवं वन मंत्रालय

नई दिल्ली, 28 मई, 2003

का.आ. 1598.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में केन्द्रीय सरकार के पर्यावरण एवं वन मंत्रालय के अधीन वन्यजीव क्षेत्रीय कार्यालय 11, एअर कार्गो कॉम्प्लेक्स सहार, मुंबई-400099 जिसके 80 प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं० ई-11011/2/03-रा.भा. (का.)]

बलदेव राज, निदेशक (रा.भा.)

MINISTRY OF ENVIRONMENT & FORESTS

New Delhi, the 28th May, 2003

S.O. 1598.—In pursuance of sub-Rule (4) of Rule 10 of the Official Languages (use for official purpose of the union) Rule 1976, the Central Government hereby notifies the office of the Wild Life Regional Office II, Air Cargo Complex, Sahar, Bombay-400099 under the administrative control of the Ministry of Environment & Forests, the 80% staff whereof have acquired a working knowledge of Hindi.

[No. E-11011/2/03-OL(I)]

BALDEV RAJ, Director (OL)

पोत परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 12 मई, 2003

का. आ. 1599.—दीपघर केन्द्रीय सलाहकार समिति (प्रक्रियात्मक) नियमावली 1976 के नियम 3, 4 और 11 के साथ पठित दीपघर अधिनियम, 1927 (1927 का 17) की धारा 4 की उपधारा (1) के अनुसरण में केन्द्र सरकार एतद्द्वारा 19 फरवरी, 2003 से दो वर्ष की अवधि के लिए केन्द्रीय दीपघर सलाहकार समिति की नियुक्ति करती है, जिसमें निम्नलिखित व्यक्ति होंगे :—

अध्यक्ष

1. सचिव, पोत परिवहन मंत्रालय — पदेन सदस्य

1. अपर सचिव एवं वित्त सलाहकार — पदेन पोत परिवहन मंत्रालय

2. भारत सरकार के नौचालन सलाहकार — पदेन नौवहन महानिदेशालय, मुंबई

3. भारत सरकार के मुख्य जलराशिक सर्वेक्षक, नौसेना जलराशिक सर्वेक्षण कार्यालय, देहरादून — पदेन

4. उप महानिरीक्षक एसपीएस बसरा, वाईएसएम टीएम निदेशक (प्रचालन) तट रक्षक मुख्यालय, राष्ट्रीय स्टेडियम कॉम्प्लेक्स, नई दिल्ली। — तट रक्षकों के प्रतिनिधि

5. श्री विष्णु पांद राय संसद सदस्य (लोक सभा)

6. श्री बी.पी. आपटे संसद सदस्य (राज्य सभा)

7. श्री एस.एस. रांगनेकर, निदेशक (लाईन एवं पैसेंजर सर्विसेज) शिपिंग कारपोरेशन आफ इंडिया लिमिटेड, मुम्बई। — इंडियन नैशनल शिपआनर्स के प्रतिनिधि

8. कैप्टन एस.के. भाटिया, वाइस प्रेसीडेंट (मार्केटिंग) एस्सार शिपिंग लिमिटेड, मुम्बई। — इंडियन नैशनल शिपआनर्स के प्रतिनिधि

9. कैप्टन सुभाष कुमार डिप्टी कन्जर्वेटर न्यू मैंगलोर पोर्ट ट्रस्ट, मैंगलोर। — इंडियन पोर्ट्स एसोशिएशन के प्रतिनिधि

10. कंपनी आफ मास्टर मैरीनर्स के प्रतिनिधि

11. पश्चिमी तट के लिए सेलिंग वैसल्स हिंदों के प्रतिनिधि

12. पूर्वी तट के लिए सेलिंग वैसल्स हिंदों के प्रतिनिधि

13. फेडरेशन आफ इंडियन चैम्बर्स आफ कामर्स एवं इंडस्ट्री (फिवकी) के प्रतिनिधि

14. एसोसिएटेड चैम्बर्स आफ कामर्स एवं इंडस्ट्री के प्रतिनिधि

15. श्री विनोद जैन, चार्टर्ड एकाउंटेंट 4696, ब्रिज भवन, 21 ए, अंसारी रोड, दरिया गंज, नई दिल्ली

16. श्री महेश रतन लाल बाल्डी 539 महेश टावर, वानियाली, उरन डिस्ट्रिक्ट, रायगढ़।

17. श्री अरुण कुमार बजाज व्यापारी एवं सामाजिक कार्यकर्ता ए-153, अशोक विहार, फेज-1, नई दिल्ली

18. श्री संजय दाद लाईका निदेशक, महाराष्ट्र चैम्बर आफ कामर्स एवं इंडस्ट्रीज, एटीयूआर हाउस, 87, डा. एनी बीसेंट रोड, वर्ली, मुम्बई।

19. महानिदेशक,
दीपघर एवं दीपपोत महानिदेशालय,
नौएडा।
[फा. सं. एलएच-11016/2/2002-एसएल]
मुंशी राम, अवर सचिव

MINISTRY OF SHIPPING

(Shipping Wing)

New Delhi, the 12th May, 2003

S.O. 1599.—In pursuance of Sub-Section (1) of Section 4 of the Lighthouse Act, 1927 (No. 17 of 1927) read with Rules, 3, 4 and 11 of the Central Advisory Committee for Lighthouses (Procedural) Rules, 1976, the Central Government hereby appoints for a period of two years with effect from 19th February, 2003 the Central Advisory Committee for Lighthouses, comprising the following persons, namely :—

CHAIRMAN

1. Secretary M/o Shipping — Ex-officio

MEMBERS

1. Addl. Secretary & Financial Adviser, M/o Shipping — Ex-officio
2. Nautical Advisor, Govt. of India — Ex-officio
Dte. Gen. of Shipping, Mumbai
3. Chief Hydrographer to the Govt. of India, — Ex-officio
Naval Hydrographic Office, Dehradun.
4. DIG SPS Basra, YSM TM — Representative of Coast Guard.
Director (Operations) Coast Guard Hqrs, National Stadium Complex, New Delhi.
5. Shri Bishnu Pada Ray
MP (Lok Sabha)
6. Shri B.P. Aapte
MP (Rajya Sabha)
7. Shri S.S. Rangnekar — Representative of Indian National Shipowners' Association (INSA)
Director (Line & Passenger Services) Shipping Corpn. of India Ltd., Mumbai.

8. Capt. S.K. Bhatia, — Representative of Indian National Shipowners' Association (INSA)
Vice President (Marketing) Essar Shipping Ltd., Mumbai
9. Capt. Subhash Kumar, — Representative of Indian Ports Association (IPA)
Dy. Conservator, New Mangalore Port Trust, Mangalore.
10. Representative of the Compnay of Master Mariners of India Ltd. —
11. Representative of Sailing Vessels Interests for East Coast
12. Representative of Sailing Vessels Interest for West Coast.
13. Representative of Federation of Indian Chambers of Commerce & Industry (FICCI).
14. Representative of the Associated Chambers of Commerce & Industry
15. Shri Vinod Jain
Chartered Accountant, 4696, Brij Bhawan, 21A Ansari Road, Darya Ganj, New Delhi.
16. Shri Mahesh Ratan Lal Baldi, 539, Mahesh Tower, Waniiali, Uran Dist., Raigad.
17. Shri Arun Kumar Bajaj
Businessman and Social Worker, A-153, Ashok Vihar, Phase-I, Delhi.
18. Shri Sanjay Dad Lika —
Director, Maharashtra Chamber of Commerce & Industries, ATUR House, 87, Dr. Anne Besent Road, Worli, Mumbai.
19. Director General of Lighthouses & Lightships, — Member Secretary
NOIDA.

[F. No. LH-11016/2/2002-SL]

MUNSHI RAM, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 29 मई, 2003

आदेश

का. आ. 1600.— कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (i) के अधीन जारी भारत सरकार के तत्कालीन खान और खनिज मंत्रालय (कोयला विभाग) की अधिसूचना संख्यांक का. आ. 610 तारीख 9 फरवरी, 2000 के भारत के राजपत्र भाग-2, खंड 3, उपखंड (ii), तारीख 11 मार्च, 2000 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात उक्त भूमि कहा गया है) में खनिज के खनन, खदान बोर करने, उनकी खुदाई करने और खनिजों को तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के लिए अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी विल्लंगमों से मुक्त होकर आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे ;

और केन्द्रीय सरकार का समाधान हो गया है, कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर (जिसे इसमें इसके पश्चात सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का जेन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना ठीक समझे, अनुपालन करने के लिए तैयार है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि इस प्रकार निहित उक्त भूमि में के पूर्वोक्त अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 11 मार्च, 2000 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कम्पनी में निहित हो जाएँगे, अर्थात् :-

1. सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन तथा अवधारित प्रतिकर व्याज नुकसानियों और वैसी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ।
2. सरकारी कम्पनी द्वारा शर्त (I) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कम्पनी वहन करेगी और वैसी ही इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत, सभी व्यय भी सरकारी कम्पनी वहन करेगी ।

3. सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो उक्त भूमि में या उस पर इस प्रकार निहित होने वाले पूर्वोक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो क्षतिपूर्ति करेगी।

4. सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में पूर्वोक्त अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की कोई शक्ति नहीं होगी; और

5. सरकारी कम्पनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएँ या अधिरोपित किए जाएँ, पालन करेगी।

[फा. सं. -43015/10/96-एल. डब्ल्यू./पी.आर.आई. डब्ल्यू.]

संजय बहादुर, उप सचिव

Ministry of Coal

New Delhi, 29th May, 2003

Order

S. O. 1600.— Whereas on the publication of the notification of the Government of India in the then Ministry of Mines and Minerals (Department of Coal) number S.O. 610 dated the 9th February, 2000, published in the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 11th March, 2000, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the aforesaid rights in the said lands so vested; shall, with effect from the 11th March, 2000 instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :-

1. the Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
2. a Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure

- incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in the said lands, so vesting shall also be borne by the Government Company.
3. the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in the said lands so vesting.
 4. the Government Company shall have no power to transfer the aforesaid rights in the said lands so vested, to any other person without the previous approval of the Central Government; and
 5. the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/10/96-L.W./P.R.I.W.]
SANJAY BAHADUR] Dy. Secy.

नई दिल्ली, 29 मई, 2003

का.आ. 1601.— केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने संभावना है।

अतः, अब केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एनईसी/एल एण्ड आर/जागुन/01 तारीख 02.10.2003 का निरीक्षण महा प्रबंधक, नार्थ ईस्टर्न कोलफील्ड्स, कोल इंडिया लिमिटेड, डाकघर मार्घरीटा, जिला तिनसुकिया, राज्य असम के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता में या उप आयुक्त, जिला तिनसुकिया, असम के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर महा प्रबंधक, नार्थ ईस्टर्न कोलफील्ड्स, कोल इंडिया लिमिटेड, डाकघर मार्घरीटा, जिला तिनसुकिया, असम को भेजेंगे।

अनुसूची

जागुन खंड, नार्थ ईस्टर्न कोलफील्ड्स, कोल इंडिया लिमिटेड,
जिला तिनसुकिया, उप खंड, मार्घरीटा, जिला तिनसुकिया, असम

(पूर्वक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

क्रम सं.	आरक्षित वन का नाम	थाना	जिला	क्षेत्र (एकड़)	क्षेत्र (हेक्टेयर)	टिप्पणी
1	नाम्फाई	जागुन	तिनसुकिया	543	220	भाग
	टिन्कोपानी	जागुन	तिनसुकिया	692	280	भाग
	कुल			1235	500	

सीमा वर्णन:-

- क-ख रेखा बिन्दु "क" से प्रारंभ होती है और जागुन मियाओ के समानांतर पूर्व की ओर जाती है और नामचिक नदी के निकट बिंदु "ख" पर मिलती है।
- ख-ग रेखा पूर्व की ओर नामचिक नदी (ऊपर की ओर) के किनारे के साथ साथ जाती है और बिंदु "ग" पर मिलती है।
- ग-घ रेखा नाम्फाई आरक्षित वन के दक्षिण की ओर जाती है और टिन्कोपानी आरक्षित वन के बिंदु क पर मिलती है।
- घ-ङ रेखा पश्चिम की ओर जाती है और बिंदु "ङ" पर मिलती है।
- ङ-च रेखा टिन्कोपानी आरक्षित वन से होकर जाती है और बिंदु "च" पर मिलती है।
- च-छ रेखा उत्तर की ओर जाती है और जागुन मियाओ सड़क के निकट बिंदु "क" पर मिलती है।

[फा. सं. -43015/2/2003-पी.आर.आई. डब्ल्यू.]

संजय बहादुर, उप सचिव

New Delhi, 29th May, 2003

Notification

S. O. 1601.— whereas it appears to the Central Government, that Coal is likely to be obtained from the land mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Area (Acquisition and Development) Act, 1957 (20th of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for Coal therein;

The plan bearing No. NEC/L&R/JAGUN/01 dated 02.01.2003 containing the area covered by this notification can be inspected in the office of the General Manager, North Eastern Coalfields, Coal India Limited, P.O. Margherita, District Tinsukia, State Assam or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the Deputy Commissioner, District Tinsukia, Assam.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section 7 of section 13 of the said Act to the General Manager, North Eastern Coalfields, Coal India Limited, P.O. Margherita, District Tinsukia, Assam within 90 days from the date of publication of this notification in the Official Gazette.

Schedule

Jagun Block, North Eastern Coalfields

District-Tinsukia

(Showing land to be notified for prospecting)

Block 'A'

All Rights

Sl.No	Name of reserve forest	Thana	District	Area in acres	Area in hectares	Remarks
1.	Namphai	Jagun	Tinsukia	543	220	Part
2.	Tinkopani	Jagun	Tinsukia	692	280	Part
Total area 1235 acres (approx.) or 500 hectares.(approx.)						

Boundary Description

- A-B Line starts from 'A' passes towards East parallel to the Jagun Miao Road and meets at point 'B' near Namchik River.
- B-C Line passes along the Bank of Namchik River (Upstream) towards East and meets at point 'C'.
- C-D Line passes along the South of Namphai Reserve Forest and meets at point 'D' of Tinkopani Reserve Forest.
- D-E Line passes along West and meets at point 'E'.
- E-F Line passes through the Tinkopani Reserve Forest and meets at point 'F'.
- F-A Line passes towards North and meet at point 'A' near the Jagun Miao Road.

[No. 43015/2/2003-P.R./W.]
SANJAY BAHADUR] Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 मई, 2003

का.आ. 1602.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1013 तारीख 21 मार्च 2002 द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड, द्वारा गुजरात राज्य में विरमगाम से कोयली तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 11 अप्रैल 2002 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में, जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा सम्यक्तः विचार कर लिया गया है;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि इस घोषणा के प्रकाशन की तारीख को उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालुका : वडोदरा	जिल्ला : वडोदरा	राज्य : गुजरात			
गाँव का नाम	सर्व संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
कोयली	1040		0	10	92
	1034	1	0	19	93
	1031		0	19	57

[फा. सं. आर-25011/5/2002-ओ.आर-1]

रेणुका कुमार, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, 28th May, 2003

S. O. 1602.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas number S.O. 1013, dated the 21st March, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam -Koyli section of Salaya - Mathura Pipeline System.

And whereas, copies of the said notification were made available to the public on 11th April, 2002;

And whereas, the objections received from the public for the laying of the pipeline have been duly considered by the competent authority;

And whereas, the competent authority has, under sub-section (1) of Section 6 of the said Act, has submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein; Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired.

And further, in exercise of powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : VADODARA		District : VADODARA		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
KOYLI	1040	1	0	10	92
	1034		0	19	93
	1031		0	19	57

[No. R-25011/5/2002-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 28 मई, 2003

का.आ. 1603.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्याक का.आ. 204 तारीख 9 जनवरी 2003 द्वारा जो भारत के राजपत्र भाग II खण्ड 3 उपखण्ड (ii) तारीख 18 जनवरी 2003 में प्रकाशित की गई थी सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्धन परियोजना के क्रियान्वयन हेतु अपरिष्कृत तेल का परिवहन करने के परियोजन के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू होते हुए हरियाणा राज्य में पानीपत तक पाइपलाइन बिछाने के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट की भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 4 फरवरी 2003 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : बेचराजी		जिला : महेसाणा		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
अंसजोल	306	1	0	01	13
	306	2	0	08	53

[फा. सं. आर-25011/9/2001-ओ.आर I]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1603.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 18th January 2003 number S.O. 204, dated the 9th January, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification, for the purpose of laying pipeline for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project.

And whereas, copy of the said notification was made available to the general public on the 4th February, 2003;

And whereas, the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : BECHARAJI		District : MEHSANA		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr
1	2	3	4	5	6
ANSJOL	306	1	0	01	13
	306	2	0	08	53

[No. R-25011/9/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 28 मई, 2003

का. आ. 1604.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्याक का. आ. 205 तारीख 9 जनवरी 2003 द्वारा जो भारत के राजपत्र भाग 11 खण्ड 3 उपखण्ड (ii) तारीख 18 जनवरी 2003 में प्रकाशित की गई थी सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्धन परियोजना के क्रियान्वयन हेतु अपरिष्कृत तेल का परिवहन करने के परियोजन के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू होते हुए हरियाणा राज्य में पानीपत तक पाइपलाइन बिछाने के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट की भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 4 फरवरी 2003 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : बेचराजी		जिला : महेसाणा	राज्य : गुजरात		
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
करणसागर	235	पी4	0	00	10
	235	पी3	0	12	04
	235	पी2	0	28	12

[फा. सं. आर-25011/9/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1604.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas published in the Gazette of India Part II, Section 3, Sub-section (ii) dated 18th January 2003 number S.O. 205 dated the 9th January, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification, for the purpose of laying pipeline for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project.

And whereas, copy of the said notification was made available to the general public on the 4th February, 2003;

And whereas, the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall, instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : BECHARAJI		District : MEHSANA		State : GUJARAT	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
KARANSAGAR	235	P4	0	00	10
	235	P3	0	12	04
	235	P2	0	28	12

[No. R-25011/9/2001-O.R.-I]
RENUKA KUMAR, Under Secy

नई दिल्ली, 28 मई, 2003

का.आ. 1605.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्याक का. आ. 206 तारीख 9 जनवरी 2003 द्वारा सलाया-मथुरा पाइपलाइन प्रणाली प्रयोजना के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू होते हुए हरियाणा राज्य में पानीपत तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट की भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 4 फरवरी 2003 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जन किया जाता है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय, सभी विल्लंगमों से मुक्त, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : सिध्दपुर		जिला : पाटण		राज्य : गुजरात	
गाँव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
सिध्दपुर	456	1	0	10	91
	457	2	0	00	65
	455	2	0	05	88
सुजाणपुर	350	-	0	12	25

[फा. सं. आर-25011/19/2002—ओ.आर.-I]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S.O. 1605.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 206 dated the 09.01.2003 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the schedule appended to that notification, for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project;

And whereas, copy of the said notification was made available to the general public on 04.02.2003;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka : SIDHPUR		District : PATAN		State : GUJARAT		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
SILVANA	456	1	0	10	91	
	457	2	0	00	65	
	455	2	0	05	88	
SUJANPUR	350	-	0	12	25	

[F. No. R-25011/19/2002—O.R.-I]

RENUKA KUMAR. Under Secy.

नई दिल्ली, 28 मई, 2003

का. आ. 1606.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्याक का. आ. 3902 तारीख 21 दिसम्बर 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में ग्राम मुंदरा से ग्राम कांडला तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड, द्वारा मुंदरा से कांडला तक "हाईड्रोकार्बन पाइपलाइन" के क्रियान्वयन के लिए हाईड्रोकार्बन के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ सधारण जनता को तारीख 21 जनवरी 2003 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में, सधारण जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उनका निपटारा कर दिया गया है।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो जाने पर कि पाइपलाइन बिछाने के लिए उक्त भूमि की आवश्यकता है, भूमि में उपयोग का अधिकार अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : गांधीधाम		जिला : कच्छ		राज्य : गुजरात	
गाव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
मीठी रोहर	390	1	00	39	44
	390	3	00	39	20

1	2	3	4	5	6
	427		00	31	33
	423		00	28	82
	422	3	00	00	86
	422	2	00	08	27
	422	1	00	33	17
	444		00	00	40
	421		00	07	59
	445		00	26	84
	417	5	00	08	63
	417	4	00	07	60
	417	1	00	26	51
	416	4	00	11	39
	416	3	00	20	09
	520	3	00	08	07
	538	7	00	30	79
	538	8	00	18	71
	538	6	00	15	43
	540	2	00	10	00
	540	3	00	12	88
	541		00	16	83
	542		00	18	42
	544		00	21	27
	533		00	22	27
चुडवा	188		00	12	84
	189		00	10	73
	190		00	09	59
	192		00	27	04
	193	2	00	11	85
	195	5	00	04	83
	194	12	00	00	40
	195	4	00	11	16
	195	2	00	07	81
	195	1	00	07	50
	194	10	00	06	92
	194	8	00	06	06
	194	7	00	06	35

1	2	3	4	5	6
	194	5	00	05	94
	194	4	00	01	80
	194	6	00	04	79
	175	2	00	10	42
	175	1	00	19	75
	174		00	00	60
	173		00	07	81
	171		00	32	83
	168		00	35	35
	167		00	20	77
	165		00	33	25
	160		00	13	25

[फा. सं. आर-25011/35/2002-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1606.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas number S.O. 3902, dated the 21st December, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Hydrocarbon from village Mundra to village Kandla in the State of Gujarat by the Indian Oil Corporation limited for implementing the " Hydrocarbon pipeline from Mundra to Kandla" ;

And whereas, copies of the said Gazette notification were made available to the general public on the 21st January, 2003;

And whereas the objections received from the public to the laying of the pipeline has been considered and disposed of by the competent authority.

And whereas, the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : GANDHIDHAM		Dist. : KACHCHH		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
MITHI ROHAR	390	1	00	39	44
	390	3	00	39	20
	427		00	31	33
	423		00	28	82
	422	3	00	00	86
	422	2	00	08	27
	422	1	00	33	17
	444		00	00	40
	421		00	07	59
	445		00	26	84
	417	5	00	08	63
	417	4	00	07	60
	417	1	00	26	51
	416	4	00	11	39
	416	3	00	20	09
	520	3	00	08	07
	538	7	00	30	79
	538	8	00	18	71
	538	6	00	15	43
	540	2	00	10	00
	540	3	00	12	88
	541		00	16	83
	542		00	18	42
	544		00	21	27
	533		00	22	27
CHUDVA	188		00	12	84
	189		00	10	73

1	2	3	4	5	6
	190		00	09	59
	192		00	27	04
	193	2	00	11	85
	195	5	00	04	83
	194	12	00	00	40
	195	4	00	11	16
	195	2	00	07	81
	195	1	00	07	50
	194	10	00	06	92
	194	8	00	06	06
	194	7	00	06	35
	194	5	00	05	94
	194	4	00	01	80
	194	6	00	04	79
	175	2	00	10	42
	175	1	00	19	75
	174		00	00	60
	173		00	07	81
	171		00	32	83
	168		00	35	35
	167		00	20	77
	165		00	33	25
	160		00	13	25

[No. R-25011/35/2002-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 28 मई, 2003

का.आ. 1607.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 3903 तारीख 21 दिसम्बर 2002 द्वारा मुंद्रा से कांडला तक "हाईड्रोकार्बन पाइपलाइन" को कार्यान्वित करने के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड, द्वारा गुजरात राज्य में गौव मुंद्रा से गौव कांडला तक हाईड्रोकार्बन के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 21 जनवरी 2003 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में, जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें निपटा दिया गया है।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लिंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : अंजार		जिला : कच्छ		राज्य : गुजरात	
गाव का नाम	सर्वे सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
कुंभारीया	105		00	06	21
	106		00	09	44
	107		00	19	25
	109		00	10	58
	110		00	14	08
	165		00	40	03
	166		00	07	02
	168		00	09	61
	167		00	12	74
	179		00	13	33
	180		00	15	60
	182		00	27	50
	183		00	04	50

1	2	3	4	5	6
	181		00	01	83
	221	1	00	00	40
	221	2	00	03	49
	227		00	17	08
	225		00	05	26
	226		00	19	13
	234		00	22	07
	233		00	11	40
	249		00	14	10
	248		00	32	19
	246		00	30	31
	291		00	06	00
	290		00	21	77
	289		00	39	18
	288		00	32	06
	287		00	06	76
	303	2	00	16	78
	321		00	39	90
	326		00	33	71
	327		00	06	69
	325		00	19	39
मिंघीयाला	52		00	34	21
	54	1	00	08	56
	53	1	00	04	08
	53	2	00	18	71
	48	1	00	19	97
	46	1	00	12	54
	45		00	18	21
	41		00	28	88
	42	1	00	07	45
	42	2	00	07	05
	43	1	00	14	36
	60	1	00	13	45
	60	2	00	04	54
	39	1	00	51	09
	38	2	00	01	82
	35		00	29	77

1	2	3	4	5	6
वीडी	31	2	00	09	23
	33		00	14	37
	41		00	01	20
	42		00	25	21
	33		00	33	51
	31		00	81	36
	30		00	06	75
	58		00	29	27
	59		00	08	77
	112		00	20	10
सीनुया	111		00	35	02
	100		00	19	20
	101		00	20	00
	103	1	00	24	22
	95	7	00	13	34
	95	6	00	23	73
	95	5	00	00	40
	155	पै 12	00	25	24
	81	1	00	02	28
	81	4	00	11	16
नागलपर मोटी	81	5	00	19	87
	82	1	00	48	18
	73	1	00	46	60
	57/1	पै 1	00	10	46
	54	5	00	12	17
	125	1	00	05	30
	125	2	00	24	66
	184		00	17	30
	182	पै	00	18	58
	140	3	00	08	43
	139		00	22	48
	138	3	00	37	05
	138	2	00	12	96
	142		00	25	25
	143	2	00	08	35
	150		00	38	63
	226	2	00	00	40

1	2	3	4	5	6
	226	1	00	13	85
	225		00	13	16
नागलपर नानी	9/पै-24	15	00	21	38
	9/19	पै 10	00	25	66
	20/9	पै -11/3	00	08	68
अजार	164		00	32	10
	984	पै	00	32	84
	162	पै 2	00	00	40
	161		00	41	95
	984	पै 199	00	26	83
	984	पै 137	00	33	45
	247		00	21	23
	246		00	04	98
	249		00	44	15
	250		00	18	34
	984	पै	00	19	80
	251		00	16	63
	256	1	00	29	80
	258		00	15	10
	257		00	50	53
	984	पै 42	00	07	00
	984	पै 26	00	30	80
	984	पै 33	00	08	20
	261		00	51	20
	984	पै 181	00	29	62
	984	पै 202	00	13	22
	984	पै 29	00	12	90
	984	पै 28	00	09	26
	377		00	06	44
	378		00	24	69
	379		00	28	56
	382		00	56	16
	400		00	51	93
	404		00	44	61
	409		00	24	50
	411		00	53	19
	425		00	25	13

1	2	3	4	5	6
	424		00	64	53
	423		00	25	12
	451		00	34	42
	452		00	41	21
	455		00	28	26
	454		00	23	27
	475		00	40	97
	476		00	07	20
	479		00	36	89
	516		00	46	21
	513		00	31	66
	512		00	33	28
	510		00	07	64
	532		00	26	00
	533	चै 1	00	30	82
	539		00	12	75
	537		00	87	63
रातातलाव	182	1	00	21	51
	182	2	00	42	12
	183		00	16	41
वरसामेडी	756		00	18	20
	758	1	00	00	40
	761		00	22	68
	762		00	03	34
	909	20	00	53	85
	771	चै	00	49	06
	751	चै 2	00	34	54
	750		00	55	44
	749	चै 1	00	04	04
	723	चै	00	36	59
	721	चै 3	00	16	20
	721	चै 1	00	31	89

1	2	3	4	5	6
	720		00	39	54
	719		00	32	41
	718		00	17	58
	597		00	15	14
	599		00	66	70
	600	पै 1	00	11	61
	600	पै 2	00	08	26
	594	2	00	13	60
	594	1	00	00	40
	588		00	23	64
	587	2	00	01	46
	587	3	00	08	54
	586		00	21	42
	585		00	11	62
	584	2	00	22	05
	507	3	00	18	60
	506	2	00	10	04
	506/1	पै 1	00	12	54
	505		00	10	22
	504	पै 2	00	13	41
	504	पै 1	00	13	42
	489		00	20	02
	490		00	08	59
	483	3	00	09	56
	483	2	00	09	57
	483	1	00	19	27
	482	2	00	10	59
	482	1 पै	00	27	73
	346	पै	00	16	40
	348	पै	00	02	70
	348	पै	00	07	84
	349	2	00	16	44

1	2	3	4	5	6
	349	1	00	13	84
	343		00	06	50
	350		00	36	61
	351	पै 1	00	08	55
	385	पै 2	00	01	28
	384	पै 1	00	30	50
	384	पै 2	00	17	82
	383		00	02	00
	382		00	25	64
	379	पै 1	00	57	10
	378	पै	00	11	16
	356		00	27	12
	376	1	00	17	36
	372	1	00	32	75
	359		00	14	42
	372	2	00	03	40
	360		00	21	31
	310	1	00	10	34
	310	2	00	22	71
	309		00	14	77
	308	1	00	09	73
	308	2	00	14	96
	307		00	09	86
	304		00	59	64

[फा. सं. आर-25011/36/2002-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1607.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas number S.O. 3903, dated the 21st December, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Hydrocarbon from village Mundra to village Kandla in the State of Gujarat by the Indian Oil Corporation limited for implementing the "Hydrocarbon pipeline from Mundra to Kandla";

And whereas, copies of the said Gazette notification were made available to the public on the 21st January, 2003;

And whereas the objections received from the public to the laying of the pipeline has been considered and disposed of by the competent authority.

And whereas, the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : ANJAR			District : KACHCHH		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
KUMBHARIYA	105		00	06	21	
	106		00	09	44	
	107		00	19	25	
	109		00	10	58	
	110		00	14	08	
	165		00	40	03	
	166		00	07	02	
	168		00	09	61	
	167		00	12	74	
	179		00	13	33	
	180		00	15	60	
	182		00	27	50	
	183		00	04	50	

1	2	3	4	5	6
	181		00	01	83
	221	1	00	00	40
	221	2	00	03	49
	227		00	17	08
	225		00	05	26
	226		00	19	13
	234		00	22	07
	233		00	11	40
	249		00	14	10
	248		00	32	19
	246		00	30	31
	291		00	06	00
	290		00	21	77
	289		00	39	18
	288		00	32	06
	287		00	06	76
	303	2	00	16	78
	321		00	39	90
	326		00	33	71
	327		00	06	69
	325		00	19	39
MINDHIALA	52		00	34	21
	54	1	00	08	56
	53	1	00	04	08
	53	2	00	18	71
	48	1	00	19	97
	46	1	00	12	54
	45		00	18	21
	41		00	28	88
	42	1	00	07	45
	42	2	00	07	05
	43	1	00	14	36
	60	1	00	13	45
	60	2	00	04	54
	39	1	00	51	09
	38	2	00	01	82

1	2	3	4	5	6
	35		00	29	77
	31	2	00	09	23
	33		00	14	37
VIDI	41		00	01	20
	42		00	25	21
	33		00	33	51
	31		00	81	36
	30		00	06	75
	58		00	29	27
	59		00	08	77
SINUGRA	112		00	20	10
	111		00	35	02
	100		00	19	20
	101		00	20	00
	103	1	00	24	22
	95	7	00	13	34
	95	6	00	23	73
	95	5	00	00	40
	155	P12	00	25	24
	81	1	00	02	28
	81	4	00	11	16
	81	5	00	19	87
	82	1	00	48	18
	73	1	00	46	60
	57/1	P1	00	10	46
	54	5	00	12	17
NAGALPAR MOTI	125	1	00	05	30
	125	2	00	24	66
	184		00	17	30
	182	P	00	18	58
	140	3	00	08	43
	139		00	22	48
	138	3	00	37	05
	138	2	00	12	96
	142		00	25	25
	143	2	00	08	35
	150		00	38	63
	226	2	00	00	40

1	2	3	4	5	6
	226	1	00	13	85
	225		00	13	16
NAGALPAR NANI	9/P-24	15	00	21	38
	9/19	P10	00	25	66
	20/9	P 11/3	00	08	68
ANJAR	164		00	32	10
	984	P	00	32	84
	162	P2	00	00	40
	161		00	41	95
	984	P 199	00	26	83
	984	P 137	00	33	45
	247		00	21	23
	246		00	04	98
	249		00	44	15
	250		00	18	34
	984	P	00	19	80
	251		00	16	63
	256	1	00	29	80
	258		00	15	10
	257		00	50	53
	984	P 42	00	07	00
	984	P 26	00	30	80
	984	P 33	00	08	20
	261		00	51	20
	984	P 181	00	29	62
	984	P 202	00	13	22
	984	P 29	00	12	90
	984	P 28	00	09	26
	377		00	06	44
	378		00	24	69
	379		00	28	56
	382		00	56	16
	400		00	51	93
	404		00	44	61
	409		00	24	50
	411		00	53	19
	425		00	25	13

1	2	3	4	5	6
	424		00	64	53
	423		00	25	12
	451		00	34	42
	452		00	41	21
	455		00	28	26
	454		00	23	27
	475		00	40	97
	476		00	07	20
	479		00	36	89
	516		00	46	21
	513		00	31	66
	512		00	33	28
	510		00	07	64
	532		00	26	00
	533	P1	00	30	82
	539		00	12	75
	537		00	87	63
RATA TALAV	182	1	00	21	51
	182	2	00	42	12
	183		00	16	41
VARSAMEDI	756		00	18	20
	758	1	00	00	40
	761		00	22	68
	762		00	03	34
	909	20	00	53	85
	771	P	00	49	06
	751	P2	00	34	54
	750		00	55	44
	749	P1	00	04	04
	723	P	00	36	59
	721	P3	00	16	20
	721	P1	00	31	89

1	2	3	4	5	6
	720		00	39	54
	719		00	32	41
	718		00	17	58
	597		00	15	14
	599		00	66	70
	600	P1	00	11	61
	600	P2	00	08	26
	594	2	00	13	60
	594	1	00	00	40
	588		00	23	64
	587	2	00	01	46
	587	3	00	08	54
	586		00	21	42
	585		00	11	62
	584	2	00	22	05
	507	3	00	18	60
	506	2	00	10	04
	506/1	P1	00	12	54
	505		00	10	22
	504	P2	00	13	41
	504	P1	00	13	42
	489		00	20	02
	490		00	08	59
	483	3	00	09	56
	483	2	00	09	57
	483	1	00	19	27
	482	2	00	10	59
	482	1P	00	27	73
	346	P	00	16	40
	348	P	00	02	70
	348	P	00	07	84
	349	2	00	16	44

1	2	3	4	5	6
	349	1	00	13	84
	343		00	06	50
	350		00	36	61
	351	P1	00	08	55
	385	P2	00	01	28
	384	P1	00	30	50
	384	P2	00	17	82
	383		00	02	00
	382		00	25	64
	379	P1	00	57	10
	378	P	00	11	16
	356		00	27	12
	376	1	00	17	36
	372	1	00	32	75
	359		00	14	42
	372	2	00	03	40
	360		00	21	31
	310	1	00	10	34
	310	2	00	22	71
	309		00	14	77
	308	1	00	09	73
	308	2	00	14	96
	307		00	09	86
	304		00	59	64

[No. R-25011/36/2002-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 28 मई, 2003

का. आ. 1608.— केन्द्रीय सरकार, को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉरपोरेशन लिमिटेड द्वारा सलाया-मथूरा पाइपलाइन प्रणाली के विरमगाम-कोयली, सेक्शन के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर. एम. पंड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन प्रभाग) पो.बा.सं. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : विरमगाम		जिल्ला : अहमदाबाद		राज्य : गुजरात		
गाँव का नाम	सर्वे संख्या	क्षेत्रफल				
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
हांसलपुर सेरेश्वर	677	1	0	10	58	
	676		0	12	20	
	992		0	01	48	
	685	2	0	08	33	
	685	3	0	04	48	
	26+28+29		0	07	70	
	667	1+2	0	05	20	

[फा. सं. आर-25011/45/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1608.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation Petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : VIRAMGAM		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
HANSALPUR SERESHVAR	677	1	0	10	58
	676		0	12	20
	992		0	01	48
	685	2	0	08	33
	685	3	0	04	48
	26+28+29		0	07	70
	667	1+2	0	05	20

[No. R-25011/45/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 28 मई, 2003

का. आ. 1609.—केन्द्रीय सरकार, को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथूरा पाइपलाइन प्रणाली के विरमगाम-कोयली, सेक्शन के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर. एम. पंड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन प्रभाग) पो.बा.सं. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालिका : साणंद

जिल्ला : अहमदाबाद

राज्य : गुजरात

गोंय का नाम	सर्व संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
साणंद	1034		0	05	32
	1036	1	0	00	20
	1025	1	0	01	15
	1025	2	0	03	58
	1013	2	0	04	08
	1014	1	0	04	99
	1015	1	0	01	79
	1016	2	0	02	62
	998		0	04	99
	624		0	11	08
	623		0	00	68
	613	1	0	02	56
	613	2	0	04	08
	612		0	07	75
	611	1	0	03	66
	611	2	0	02	39
	642		0	03	30
	609	1	0	00	87
	601		0	02	34
	643		0	01	59
	600	1	0	05	80
	600	2	0	02	29
	599	1+2	0	04	92
	644		0	01	02
	673		0	08	84
	725		0	00	66
	676+677+678		0	12	86
	679		0	00	48
सनाथल	829		0	09	80
	830		0	07	32
	831		0	00	90
	839		0	05	98
	838		0	01	84
	840		0	06	74
	841		0	03	47
	773		0	01	69
	771		0	15	31
	772		0	07	75

[फा. सं. आर-25011/45/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1609.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation Petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

SCHEDULE

Taluka : SANAND			District : AHMEDABAD		State : GUJARAT
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
SANAND	1034		0	05	32
	1035	1	0	00	20
	1025	1	0	01	15
	1026	2	0	03	58
	1013	2	0	04	06
	1014	1	0	04	99
	1015	1	0	01	79
	1016	2	0	02	62
	998		0	04	99
KOLAT	629	1	0	03	06
	624		0	11	08
	623		0	00	66
	613	1	0	02	56
	613	2	0	04	08
	612		0	07	75

1	2	3	4	5	6
	611	1	0	03	86
	611	2	0	02	39
	642		0	03	30
	609	1	0	00	87
	601		0	02	34
	643		0	01	59
	600	1	0	05	80
	600	2	0	02	29
	599	1+2	0	04	92
	644		0	01	02
	673		0	08	84
	725		0	00	66
	676+677+678		0	12	86
	679		0	00	48
SANATHAL	829		0	09	80
	830		0	07	32
	831		0	00	90
	839		0	05	98
	838		0	01	84
	840		0	06	74
	841		0	03	47
	773		0	01	69
	771		0	15	31
	772		0	07	75

[No. R-25011/45/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 28 मई, 2003

का. आ. 1610.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 307 तारीख 20 जनवरी, 2003 द्वारा गुजरात राज्य में विरमगाम से राजस्थान राज्य में चाकसू से होते हुए हरियाणा राज्य में पानीपत तक सलाया-मथुरा पाइपलाइन प्रणाली परियोजना के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाई जाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट राजस्थान राज्य के टोंक जिला में तहसील मालपुरा के ग्राम आँटोली की भूमि में उपयोग का अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 10 फरवरी, 2003 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में सक्षम प्राधिकारी द्वारा जनता से कोई आक्षेप प्राप्त नहीं हुए हैं।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील: मालपुरा

जिला: टोंक

राज्य: राजस्थान

गाँव का नाम	खसरा संख्या	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
औटोली	269	0	04	79
	270	0	00	72
	264	0	14	40
	272	0	20	07
	278	0	01	26
	293	0	36	36
	294	0	06	09
	323/7	0	03	22
	295/2	0	19	62
	297	0	02	59
	298	0	10	80
	299	0	07	74
	323/6	0	04	49
	323/5	0	12	21
	323/4	0	17	55

1	2	3	4	5
	302	0	01	77
	325/1	0	03	78
	686/1/2/1	0	14	49
	326	0	04	53
	687	0	14	22
	688	0	05	13
	683	0	00	96
	678	0	05	58
	679	0	06	60
	674/2	0	04	04
	675	0	12	06
	676/2	0	03	35
	671/1	0	14	00

[फा. सं. आर-25011/13/2001-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, 28th May, 2003

S. O. 1610.—Whereas by notification of the Government of India, in the Ministry of Petroleum and Natural Gas number S.O. 307, dated the 20th January, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land in Village : Antoli, Teshil : Malpura, District : Rajasthan specified in the Schedule appended to that notification, for the purpose of laying pipeline for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam - Chaksu, Chaksu - Panipat and Chaksu - Mathura sections of Salaya - Mathura Pipeline System Project.

And whereas, copies of the said gazette notification were made available to the general public on the 10th February, 2003;

And whereas, no objections have been received by the competent authority from the public to the laying of the pipeline.

And whereas, the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that said land is required for laying pipeline has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Malpura

District : Tonk

State : Rajasthan

Name of Village	Khasara No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
Antoll	269	0	04	79
	270	0	00	72
	264	0	14	40
	272	0	20	07
	278	0	01	26
	293	0	36	36
	294	0	06	09
	323/7	0	03	22
	295/2	0	19	62
	297	0	02	59
	298	0	10	80
	299	0	07	74
	323/6	0	04	49
	323/5	0	12	21
	323/4	0	17	55
	302	0	01	77
	325/1	0	03	78
	686/1/2/1	0	14	49
	326	0	04	53
	687	0	14	22
	688	0	05	13
	683	0	00	96
	678	0	05	58
	679	0	06	60
	674/2	0	04	04
	675	0	12	06
	676/2	0	03	35
	671/1	0	14	00

[No. R-25011/13/2001-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 30 मई, 2003

का. आ. 1611.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संवर्धक कम्पनी मेसर्स रिलाएंस इण्डस्ट्रीज लिमिटेड के गोवा के उत्तरी/दक्षिणी अपतट के खोज ब्लॉकों और आन्ध्रप्रदेश राज्य की संरचनाओं से आन्ध्रप्रदेश राज्य के कृष्णा और खम्मम जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर पाइपलाइन बिछाने जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिससे उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिनों के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए श्री पी. बुच्चारेड्डी, सक्षम प्राधिकारी, जी.टी.आई.सी.एल. पाइपलाइन परियोजना, 409, 'सी' एवरेस्ट ब्लॉक, आदित्या इन्कलेव, हैदराबाद, आन्ध्र प्रदेश पिन 500038 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल : मधिरा		जिल्हा : खम्मम		राज्य : आन्ध्रा प्रदेश	
गाँव का नाम	सर्वे सं.। सब डिविजन सं.	एरिया			
		हेक्टर	एर	सि एर	
1	2	3	4	5	
1) चिल्कुर	153/अ, 153/आ	00	54	80	
	154 और 157 के बीच में (गवर्नमेन्ट ल्यान्ड)	00	25	70	
	154/अ, 154/आ, 154/इ	00	00	65	
	156	00	48	95	
	157/अ, 157/आ	00	01	10	
	158/अ, 158/आ, 158/इ	00	24	55	
	169/अ, 169/आ, 169/इ1, 169/इ2, 169/इ3, 169/इ4	00	99	75	
	186, 186/आ/1, 186/आ/2, 186/आ/3, 186/आ/4, 186/आ/5, 186/आ/6, 186/आ/7, 186/आ/8 (कासिंग ल्यान्ड)	00	73	45	
	187, 187/अ3, 187/अ4, 187/आ1, 187/आ2	00	16	05	
	204	00	72	10	
	204 और गांव के तट के पास (कासिंग ल्यान्ड)	00	61	15	
	205/अ, 205/आ, 205/ए, 205/ऐ, 205/इ1, 205/इ2, 205/इ3, 205/इ4, 205/लु, 205/लु, 205/ओ, 205/औ, 205/रु, 205/रु, 205/उ, 205/ऊ	00	34	70	
	206/अ1, 206/अ2, 206/अ3, 206/अ4, 206/अ5, 206/आ, 206/आ2, 206/आ3, 206/इ, 206/ई, 206/लु, 206/रु, 206/रु, 206/उ/1, 206/उ/2, 206/उ/3, 206/उ/4, 206/ऊ/1/1, 206/ऊ/2, 206/ऊ/2/2	00	44	55	
	208 (कासिंग ल्यान्ड)	00	06	00	
	208/आ1, 208/आ2, 208/आ3, 208/आ4, 208/इ1, 208/इ2, 208/इ3	00	40	35	
मंडल : जी. कीडूर	जिल्हा : क्रिष्णा	राज्य : आन्ध्रा प्रदेश			
1) भीमावरप्पाडु	10/ 3बी (गवर्नमेन्ट ल्यान्ड)	00	05	15	
	10/2सी	00	07	85	
	10/3ए2	00	24	40	
	10/4 (कासिंग ल्यान्ड)	00	02	15	
	12 (कासिंग ल्यान्ड)	00	05	00	

1	2	3	4	5
1) भीमावरप्पाडु (निरंतर)	13/1ए	00	54	05
	19/1	00	07	95
	19/2	00	22	10
	21/2बी	00	02	75
	21/2ए	00	04	45
	21/3बी	00	07	55
	21/3ए	00	09	10
	21/4ई	00	27	65
	21/4बी	00	07	40
	21/4डी	00	11	25
	21/4ए	00	07	40
	21/4एफ	00	01	00
	21/4सी	00	09	00
	22/1	00	02	80
2) चेरुवुमाधावरम्	105	00	53	55
	106 (कासिंग ल्यान्ड)	00	02	05
	107 (कासिंग ल्यान्ड)	00	17	05
	109 (कासिंग ल्यान्ड)	00	11	05
	110	00	87	55
	111/1	00	05	30
	111/2	00	00	60
	39/1 (कासिंग ल्यान्ड)	00	02	90
	39/2बी	00	01	10
	40/1बी	00	01	35
	40/2बी	00	40	15
	59 (कासिंग ल्यान्ड)	00	03	60
	60/1, 60/2, 60/3ए, 60/3बी	00	51	30
	61/4	00	45	60
	61/5ए, 61/5बी	00	27	40
	62/1बी (कासिंग ल्यान्ड)	00	03	30
	62/1ए	00	00	35
	62/2ए	00	23	35
	62/3बी1	00	07	05
	62/3ए1	00	10	75
	66 (कासिंग ल्यान्ड)	00	05	10
	67/1ए2	00	11	10
	67/2बी	00	12	60
	67/3 ए (कासिंग ल्यान्ड)	00	00	40
	67/3बी	00	09	50
	67/4 (कासिंग ल्यान्ड)	00	02	90
	68/2ए1, 68/2ए2 (कासिंग ल्यान्ड)	00	49	40
3) चेरुदूर	101/1	00	07	20
	101/2	00	30	80

1	2	3	4	5
3) चेवुदूर (निरंतर)	102/2	00	38	65
	104	00	35	15
	109/1	00	00	65
	109/2	00	13	90
	109/3	00	19	60
	109/4	00	14	75
	110	00	19	45
	182 (गवर्नमेन्ट ल्यान्ड)	00	01	80
	183 (गवर्नमेन्ट ल्यान्ड)	00	06	65
	184/2	00	45	70
	184/20	00	00	40
	184/8	00	00	55
	185 (कासिंग ल्यान्ड)	00	04	70
	186/1	00	09	10
	186/2	00	19	35
	186/3	00	10	75
	188 (कासिंग ल्यान्ड)	00	00	10
	189 (कासिंग ल्यान्ड)	00	09	00
	190/1	00	17	45
	190/2	00	04	35
	190/3	00	15	30
	198/13	00	14	50
	199/4	00	11	95
	199/5	00	03	30
	199/6	00	05	95
	199/7	00	16	55
	221/1बी (कासिंग ल्यान्ड)	00	02	80
	221/1ए	00	00	70
	221/1सी	00	00	10
	221/2 (कासिंग ल्यान्ड)	00	06	35
	221/3ए	00	63	05
	222 (गवर्नमेन्ट ल्यान्ड)	00	11	20
	227	00	28	55
	229 (कासिंग ल्यान्ड)	00	12	25
	230	00	48	95
	231	00	44	80
	333 (गवर्नमेन्ट ल्यान्ड)	00	05	75
	334	00	48	85
	34/2	00	37	45
	346	00	38	55
	347/1	00	21	25
	347/2	00	03	20
	347/3	00	23	45

1	2	3	4	5
3) चेदुर (निरंतर)	348	00	48	25
	350/1	00	04	10
	350/2	00	22	85
	350/3	00	01	30
	351	00	23	60
	352/4	00	00	15
	353/1	00	22	60
	353/2	00	38	55
	354/1	00	04	55
	354/3	00	17	45
	355	00	47	80
	363/1	00	70	00
	364 (कासिंग ल्यान्ड)	00	08	55
	89/2	00	23	35
	90/4	00	07	95
	92 (गवर्नमेन्ट ल्यान्ड)	00	08	50
	93/1बी2	00	54	30
	93/1बी3 (कासिंग ल्यान्ड)	00	05	35
	95/1बी1 (कासिंग ल्यान्ड)	00	04	60
	95/1बी2	00	18	45
	95/1ए (कासिंग ल्यान्ड)	00	01	80
	95/2बी	00	12	65
	98/1	00	32	20
	98/2	00	28	20
	99/2	00	00	35
4) दुग्गिरालापाडु	17/1बी (गवर्नमेन्ट ल्यान्ड)	00	00	10
	20 (कासिंग ल्यान्ड)	00	10	95
	23/1बी	00	05	80
	23/1ए	00	39	45
	23/2 (कासिंग ल्यान्ड)	00	05	50
	24/1सी	00	68	70
	24/2 (कासिंग ल्यान्ड)	00	03	90
	39	00	41	70
	40/2बी2	00	54	80
	42/1बी (कासिंग ल्यान्ड)	00	09	35
	42/1ए	00	42	20
	43/2बी	00	26	35
	43/4	00	04	40
	58/1बी (कासिंग ल्यान्ड)	00	16	00
	58/1ए	00	11	60
	59/2	00	13	60
	60/2बी	00	17	65
	60/2डी	00	09	95

1	2	3	4	5
4) दुग्गीरालापाडु (निरंतर)	60/2सी	00	02	30
	60/3ए2	00	30	30
	61/1ए	00	52	70
	61/1सी	00	01	65
	66	00	35	70
	67/1ए, 67/1बी, 67/1सी, 67/1डी,	00	74	25
	67/1ई			
	68/1ए	00	08	15
5) जी. कोंडुरु	100/1	00	12	75
	100/2ए	00	07	10
	101	00	42	00
	102/1	00	00	55
	104 (कासिंग ल्यान्ड)	00	10	70
	106	00	18	65
	108 (गवर्नमेन्ट ल्यान्ड)	00	03	25
	110/1	00	04	15
	54/2बी	00	07	75
	54/2सी	00	24	70
	58	00	15	75
	59 (कासिंग ल्यान्ड)	00	05	40
	60/1	00	13	70
	60/2	00	10	35
	60/3	00	22	00
	60/4	00	33	60
	61/1	00	07	60
	61/2	00	22	25
	61/3	00	12	00
	61/4ए1	00	02	85
	63	00	08	30
	73 (कासिंग ल्यान्ड)	00	12	00
	77/1	00	01	20
	78/1बी	00	00	25
	78/2बी	00	15	45
	78/2ए	00	19	95
	78/3	00	12	95
	79 (कासिंग ल्यान्ड)	00	20	55
	81/1बी	00	07	85
	81/1ए	00	14	55
	81/1सी	00	27	95
	81/2	00	03	10
	81/3ए1	00	04	00
	86/1	00	15	40
	86/2ए	00	15	40

1	2	3	4	5
5) जी. कोंडुरु (निरंतर)	86/2सी	00	03	60
	87/3बी	00	25	20
	87/4	00	19	85
	96/2बी	00	05	10
	96/3	00	25	10
	96/4बी	00	07	70
	96/4ए	00	06	25
	96/4सी	00	05	30
	96/5	00	02	60
	99 (कासिंग ल्यान्ड)	00	11	35
6) गड्डामनगु	11	00	33	65
	13	00	52	35
	15/1ए	00	17	40
	16	00	30	50
	17/2 (गवर्नमेन्ट ल्यान्ड)	00	10	30
	39/2	00	19	40
	39/3ए	00	14	95
	40/बी3	00	33	80
	40/ए	00	02	55
	56 (कासिंग ल्यान्ड)	00	03	90
	59/ए1, 59/ए2, 59/बी1, 59/बी2, 59/बी3, 59/बी4, 59/बी5, 59/बी6, 59/सी1, 59/सी2, 59/सी3, 59/डी1, 59/डी2, 59/डी3, 59/ई1, 59/ई2, 59/ई3, 59/एफ1, 59/एफ2, 59/एफ3	00	82	85
	7/1	00	17	75
	7/5 (कासिंग ल्यान्ड)	00	03	30
	8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9 (कासिंग ल्यान्ड)	00	45	05
	9/2	00	21	25
7) गंगानिनिपालेम्	118 (गवर्नमेन्ट ल्यान्ड)	00	07	40
	119/2बी	00	09	75
	119/2सी1	00	20	30
	128/1ए	00	48	50
	128/3ए	00	01	75
	129/1ए, 129/1बी	00	27	00
	129/2	00	27	55
	131/2	00	12	25
	131/3	00	06	20
	132 (कासिंग ल्यान्ड)	00	03	40
	135/2ए	00	20	05
	136	00	61	40
	137	00	18	00

1	2	3	4	5
7) गंगानिनिपालेम् (निरंतर)	200/3	00	49	90
	201/2ए	00	21	20
	201/3	00	25	00
	207/1	00	39	60
	208/1, 208/2	00	36	10
	209/1	00	04	45
	221/1, 221/2, 221/3	00	63	25
	222/1ए, 222/1सी, 222/2, 222/3, 222/4, 222/5	00	01	25
	37/1	00	02	90
	37/5	00	14	65
	37/6	00	31	10
	38/1	00	68	60
	39 (कासिंग ल्यान्ड)	00	02	90
	40/1 (कासिंग ल्यान्ड)	00	04	65
	40/2	00	15	35
	52/1, 52/2, 52/3 (गवर्नमेन्ट ल्यान्ड)	00	08	15
	53/2	00	36	75
	53/3सी	00	06	75
	53/4	00	24	10
	54 (कासिंग ल्यान्ड)	00	09	40
	60 (कासिंग ल्यान्ड)	00	00	65
	61/1बी	00	03	70
	61/1ए3	00	29	15
	61/1सी	00	00	80
	61/2सी	00	34	00
	63 (कासिंग ल्यान्ड)	00	09	00
	77/2	00	09	75
8) कोङ्गु	126 / 4	00	00	10
	152/1बी1	00	04	30
	152/1बी2	00	08	05
	152/1बी3	00	10	35
	152/2बी1	00	21	25
	152/2ए	00	10	25
	153/1	00	00	10
	153/10	00	00	25
	153/3	00	01	45
	153/5	00	06	25
	153/6	00	09	50
	153/7	00	10	15
	153/8	00	13	40
	153/9	00	16	40
	154/1ए	00	29	35

1	2	3	4	5
8) कोडु (निरंतर)	154/2ए	00	24	60
	155/1	00	02	05
	164	00	11	00
	165	00	41	20
	166	00	13	80
	167	00	60	95
	168	00	28	10
	169 (कासिंग ल्यान्ड)	00	03	05
	178/3	00	34	55
	179/4	00	11	60
	179/5	00	00	90
	221/2	00	00	10
	221/3	00	27	05
	222 (कासिंग ल्यान्ड)	00	02	25
	223/2	00	00	95
	224/1	00	17	90
	224/2	00	22	55
	224/3	00	06	25
	224/4	00	00	75
	225/1	00	17	50
	225/2	00	22	75
	225/3	00	06	45
	228 (कासिंग ल्यान्ड)	00	05	85
	230/1	00	04	50
	230/3	00	06	25
	231/2	00	17	05
	231/3	00	22	55
	231/4	00	20	85
	231/5	00	20	45
	232 (कासिंग ल्यान्ड)	00	05	05
	248 (कासिंग ल्यान्ड)	00	01	65
	250 (कासिंग ल्यान्ड)	00	00	10
	276	00	58	65
	277	00	47	40
	278	00	55	25
	281/1	00	42	45
	281/2	00	18	95
	282 (कासिंग ल्यान्ड)	00	05	85
	283	00	09	15
	289/2	00	00	25
	396 (कासिंग ल्यान्ड)	00	00	10
	418	00	35	85
	419	00	58	30

1	2	3	4	5
8) कोड्डु (निरंतर)	420/1	00	35	40
	422/1बी	00	14	10
	422/2ए	00	63	80
	422/3बी	00	00	30
	422/3ए1	00	12	50
	422/3ए3	00	06	20
	426/7	00	00	10
	426/8	00	06	40
	426/9	00	18	10
	427	00	54	95
	428	00	18	95
	429 (कासिंग ल्यान्ड)	00	05	50
	431 (कासिंग ल्यान्ड)	00	20	50
	432/1	00	17	10
	432/2	00	41	75
	435	01	35	30
	436	00	29	60
	439	00	11	10
	441	01	11	30
	445	00	54	05
	459/1	00	28	70
	459/2	00	00	30
	460 (कासिंग ल्यान्ड)	00	06	60
	540	00	13	60
	545 (गवर्नमेन्ट ल्यान्ड)	00	11	65
9) कुंटामुक्काला	329/1, 329/2	00	40	30
	335 (कासिंग ल्यान्ड)	00	07	80
	352/6	00	16	35
	353/1	00	23	20
	353/2	00	11	80
	353/3	00	13	15
	354/2	00	00	70
	354/3	00	01	95
	354/4	00	10	55
	390/1	00	10	75
	390/2	00	10	45
	391	00	10	00
	397/1	00	14	50
	397/2	00	08	50
	397/3	00	09	55
	398/1	00	00	65
	398/2	00	06	80
	398/3	00	12	50

1	2	3	4	5
9) कुटुम्बकाला (निरंतर)	398/4	00	15	60
	399/1	00	10	10
	399/2बी	00	17	00
	399/2ए	00	11	15
	399/3	00	08	40
	399/4	00	00	30
	400	00	00	10
	403/3	00	02	05
	404/2	00	00	55
	405/1ए, 405/1बी, 405/1सी	00	29	38
	406/3	00	05	60
	406/4	00	03	00
	406/5	00	13	70
	406/7	00	20	45
	406/8	00	09	65
	435 / 1	00	29	45
	435/2	00	35	25
	441/2	00	06	75
	441/3	00	15	35
	441/4	00	11	70
	442/4बी	00	04	45
	443 (कासिंग ल्यान्ड)	00	06	55
	443/1, 443/2	00	51	05
	444	00	09	85
	453	00	05	80
	454/1	00	29	45
	454/2	00	22	90
	455	00	33	15
	456	00	25	50
	461	00	33	35
	462	00	24	50
	471/3	00	00	75
	471/4	00	26	25
	473/1	00	05	40
	473/2	00	08	35
	473/3	00	21	25
	473/5	00	20	40
	473/6	00	01	30
	474/1	00	00	90
	474/4ए	00	10	00
	478/1	00	07	25
	479 (कासिंग ल्यान्ड)	00	05	35
	480/3	00	00	70

1	2	3	4	5
9) बुंदानुसकाला (निरंतर)	483/1	00	56	70
	483/2	00	02	05
	483/3ए	00	00	45
	484/1	00	10	00
	484/2बी	00	28	10
	484/2ए	00	18	00
	487	00	25	15
	488 (कासिंग ल्यान्ड)	00	10	35
	489/2	00	24	00
10) मुनगापाडु	28/1/बी2	00	05	80
	28/1ए2	00	11	10
	28/1सी1	00	81	30
	28/1सी2	00	01	45
	29/1बी	00	39	60
	29/2बी	00	07	90
	29/3बी	00	07	45
	29/4बी	00	04	10
	43/1, 43/2 (गवर्नमेन्ट ल्यान्ड)	00	07	90
	44/1	00	11	40
	44/2	00	11	05
	44/3	00	17	25
	45/ई/1	00	05	35
	45/ई/2	00	06	90
	45/ई/3	00	00	25
	45/बी	00	03	30
	45/डी	00	16	30
	45/ए	00	00	25
	45/एफ	00	09	15
	45/हिच	00	10	25
	45/जी	00	09	10
	45/सी	00	13	60
	75/1	00	16	30
	76/1	00	46	35
	76/2	00	27	50
	81/1	00	14	00
	81/2	00	05	50
	81/3	00	23	15
	81/7	00	13	00
	81/8	00	03	60
	82/2बी	00	05	05
	82/2ए	00	35	40
	92 (कासिंग ल्यान्ड)	00	04	90
	94	00	33	15

1	2	3	4	5
10) मुनगापाडु (निरंतर)	95/1	00	43	60
	95/2	00	35	75
	97 (कासिंग ल्यान्ड)	00	00	80
	98 (कासिंग ल्यान्ड)	00	14	15
11) नंदीगामा	304	00	28	10
	311 (कासिंग ल्यान्ड)	00	11	15
	312 (कासिंग ल्यान्ड)	00	22	35
	313/1	00	27	25
	313/2	00	06	60
12) पेटंपाडू	68/1, 68/1पी (कासिंग ल्यान्ड)	00	02	30
	68/2, 68/2पी	00	01	00
	69/1बी	00	57	25
	69/1ए	00	02	15
	70/2	00	46	60
	71/1	00	84	80
	72/2	00	00	10
13) सुन्नंपाडू	101 (कासिंग ल्यान्ड)	00	07	40
	129/1	00	21	40
	129/2	00	02	35
	129/4	00	01	65
	93 (कासिंग ल्यान्ड)	00	04	05
	94/1	00	39	70
	98/3	01	47	20
	98/4 (कासिंग ल्यान्ड)	00	09	25
	98/5ए, 98/5बी	00	71	20
14) तेल्लादेवरपाडू	112/1ए	00	17	55
	112/2ए	00	23	25
	112/3बी	00	27	95
	114/1	00	01	05
	116/1	00	33	30
	116/2	00	38	90
	117/1ए	00	14	50
	118/1 (कासिंग ल्यान्ड)	00	00	50
	119 (कासिंग ल्यान्ड)	00	03	45
	123	00	46	40
	124/2	00	51	65
	125/1	00	03	05
	127/1सी	00	51	85
	151/1, 151/2	00	01	85
	152/1	00	23	55
	152/2 (कासिंग ल्यान्ड)	00	00	80
	152/3	00	22	20
	153	00	04	80

1	2	3	4	5
14) तेल्लादेवरापाडू (निरंतर)	154/1	00	19	60
	155/1	00	05	80
	155/2 (कासिंग ल्यान्ड)	00	11	65
	155/3	00	17	95
	156/1	00	73	30
15) वेल्लाट्टु	579/1 ए (कासिंग ल्यान्ड)	00	04	90
	579/1बी	00	21	75
	580/1बी	00	25	15
	580/2	00	25	10
	581/1	00	20	20
	581/2	00	25	50
	583/1	00	18	20
	584/2	00	02	85
	584/3	00	32	70
	585/3	00	11	00
	591 (कासिंग ल्यान्ड)	00	17	85
	592/2	00	02	35
	594 (कासिंग ल्यान्ड)	00	04	80
	603/ए	00	24	40
	604 (कासिंग ल्यान्ड)	00	01	85
	605	00	50	85
मंडल : नंदिगामा	जिल्हा : कृष्णा	राज्य : आन्ध्रा प्रदेश		
1) दामूलु	121/1 (कासिंग ल्यान्ड)	00	09	05
	122/1बी	00	17	05
	131/2	00	22	10
	132	00	54	50
	133/1बी	00	13	60
	133/1ए	00	24	10
	133/2बी	00	22	95
	134/1	00	27	25
	134/2बी (कासिंग ल्यान्ड)	00	05	45
	134/2ए	00	23	50
	135/1	00	34	25
	138/1	00	39	10
	32/1	00	05	80
	32/2 (कासिंग ल्यान्ड)	00	05	65
	32/3	00	00	10
	33/1बी (कासिंग ल्यान्ड)	00	03	85
	33/1ए1 (कासिंग ल्यान्ड)	00	07	15
	33/1ए2	00	50	00
	34 (कासिंग ल्यान्ड)	00	32	25
	35/1बी3	00	00	40

1	2	3	4	5
1) दामूलु (निरंतर)	35/1ए (कासिंग ल्यान्ड)	00	04	90
	35/2बी	00	17	45
	35/3बी	00	27	60
	35/4बी	00	04	70
	36/2	00	00	20
	36/3	00	10	15
	36/4	00	11	80
2) जोनालागडडा	1/1	01	06	15
	15/2	00	60	90
	16/1	00	22	40
	17 (कासिंग ल्यान्ड)	00	05	90
	21/1सी	00	03	05
	21/2ए	00	49	80
	22/2ए	00	03	55
	22/2सी	00	07	85
	23/1बी (कासिंग ल्यान्ड)	00	01	00
	23/1ए	00	30	90
	23/2	00	21	55
	23/2बी (कासिंग ल्यान्ड)	00	16	45
	24/1	00	06	20
3) कोनाटामाकुरु	100/1	00	18	20
	100/2	00	19	15
	163/1ए	00	01	05
	34	00	64	30
	35	00	77	75
	36/2	00	01	20
	37/1	00	17	25
	37/2	00	29	25
	47/1	00	21	85
	47/2	00	25	25
	47/3	00	00	70
	47/4	00	19	20
	47/5	00	39	35
	48/1	00	62	70
	48/2	00	42	60
	49/1	00	24	20
	49/2	00	15	15
	50	00	01	35
	66	00	53	40
	67/2	00	30	00
	68/1	00	54	75
	68/2	00	11	75
	72 (कासिंग ल्यान्ड)	00	05	00

1	2	3	4	5
3) कोनाटमाकु (निरंतर)	73	00	26	70
	76/4	00	29	20
	77/2	00	28	05
	78/3	00	26	70
	79/4	00	18	90
	80	00	56	45
	81/1	00	03	20
	81/2	00	41	00
	82	00	33	40
	96/1	00	07	40
	96/2	00	00	75
	99 (कासिंग ल्यान्ड)	00	03	45
4) रामरिडिडपल्लि	139 (कासिंग ल्यान्ड)	00	01	50
	140/2सी	00	00	60
	141 (कासिंग ल्यान्ड)	00	00	10
	142/1	00	67	50
	143	00	50	70
	144/2	00	10	95
	144/3	00	01	10
	145/5ए, 145/5बी	00	10	25
	145/6	00	11	70
	151/3	00	10	95
	152/1ए	00	29	85
	152/2	00	37	50
	152/3	00	22	70
	153/2	00	14	45
	155/1	00	01	05
	156	00	90	40
	157/1	00	02	65
	157/2	00	07	65
	157/3	00	25	20
	160 (कासिंग ल्यान्ड)	00	02	00
	161 (कासिंग ल्यान्ड)	00	02	00
	162/2	00	01	35
मंडल : वीरुलापाडू	जिल्हा : कृष्णा	राज्य : आन्ध्रा प्रदेश		
1) गुडेम माधावरम	10/1ए	00	02	70
	103/2	00	20	45
	104/2	00	06	90
	105/1	00	34	05
	105/2	00	21	85
	105/3	00	00	45
	107/2	00	15	55

1	2	3	4	5
1) गुडेम माधावरम (निरंतर)	107/3	00	26	00
	12	00	01	25
	135/2बी	00	10	30
	135/3	00	07	80
	135/6ए	00	00	15
	136	00	27	30
	137	00	38	60
	138	00	45	60
	14/1बी1	00	10	55
	14/1बी2	00	02	70
	14/1बी3	00	36	35
	142/2ए	00	01	70
	142/3	00	04	80
	143/1	00	47	25
	144/1बी	00	46	25
	144/1ए1, 145/1ए1	00	00	10
	146/1बी, 146/1बी2, 146/1बी3	00	31	25
	148/1	00	48	10
	149/1ए	00	29	75
	149/2बी	00	03	95
	149/2ए	00	33	50
	15/1	00	26	65
	15/2	00	10	70
	15/3	00	11	05
	153/1	00	02	10
	153/2बी	00	13	70
	153/2ए	00	33	70
	154/4बी	00	10	40
	16/2	00	07	75
	16/3	00	18	55
	168/1	00	26	90
	168/2 (कासिंग ल्यान्ड)	00	02	25
	17/2	00	17	10
	17/3	00	24	80
	170/1	00	44	65
	170/2	00	30	65
	171/1ए	00	04	35
	18/1इ	00	18	95
	18/1सी	00	18	35
	19/2ए, 19/2सी	00	13	45
	19/3ए, 19/3सी	00	15	35
	19/4ए, 19/4सी	00	18	95
	20/1ए, 20/1सी	00	21	35

1	2	3	4	5
1) गुडेम माधावरम (निरंतर)	20/2	00	46	00
	3/2	00	26	10
	3/4	00	00	10
	39/1सी	00	14	30
	39/2	00	14	95
	4/1	00	00	10
	4/2	00	12	90
	40/2ए	00	30	85
	5	00	32	55
	65 (कासिंग ल्यान्ड)	00	12	75
	66 (कासिंग ल्यान्ड)	00	02	20
	67	00	00	20
	7/2बी	00	02	55
	7/2ए	00	00	10
	70/1बी	00	06	40
	70/2	00	19	60
	70/4बी	00	20	70
	70/4ए (गवर्नमेन्ट ल्यान्ड)	00	05	70
	71 (कासिंग ल्यान्ड)	00	00	90
	72	00	43	95
	73	00	67	00
	76	00	63	00
	8 (कासिंग ल्यान्ड)	00	21	75
	9	00	49	00
2) जयंति	325/2बी	00	24	30
	327	00	49	25
	331/2	00	26	90
	332 (कासिंग ल्यान्ड)	00	10	20
	337	00	21	80
	339/1	00	00	10
	339/2	00	55	35
	340	00	35	15
	341/1ए	00	42	20
	342/1	00	03	65
	385/1	00	68	65
	385/2	00	01	60
	390/1ए	00	25	50
	390/2	00	14	80
	391/1	00	36	40
	391/2	00	10	85
	393	00	16	60
	410/1	00	26	10
	410/2	00	27	35

1	2	3	4	5
2) जयंति (निरंतर)	411	00	02	55
	419/6बी	00	12	40
	420/1	00	01	00
	420/2	00	49	95
	420/3बी	00	05	15
	421/2	00	32	15
	421/3बी	00	13	30
	421/3ए	00	18	15
	421/4	00	03	50
	422/1	00	53	55
	484	00	41	75
	485	00	22	05
	486 (कासिंग ल्यान्ड)	00	05	10
	495 (कासिंग ल्यान्ड)	00	01	05
	496/1, 496/2	00	38	35
	500/2	00	42	90
	500/3	00	32	65
	501/1	00	55	30
	502/1बी1	00	03	70
	502/1बी2 (कासिंग ल्यान्ड)	00	02	10
	502/1बी3	00	01	40
	503 (कासिंग ल्यान्ड)	00	01	35
	523/2	00	00	25
	524/1ए	00	03	75
	524/2ए	00	08	70
	529	00	12	90
	530	00	32	30
	536/1, 536/2	00	79	50
	537/1, 537/2	00	37	20
	538/1, 538/2	00	14	50
	548/1	00	06	95
	548/2बी	00	05	20
	548/2ए	00	38	95
	548/2सी	00	44	95
	550/4	00	29	40
	558/1	00	19	95
	558/2	00	18	20
	560/1बी (कासिंग ल्यान्ड)	00	20	30
	560/1ए	00	16	45
	560/2बी	00	06	50
	561/1बी	00	00	70
	561/1ए (कासिंग ल्यान्ड)	00	02	55
	561/2बी	00	70	35

1	2	3	4	5
2) जयति (निरंतर)	561/2ए (कासिंग ल्यान्ड)	00	01	05
	567	00	60	35
	568 (कासिंग ल्यान्ड)	00	10	60
	573/1	00	24	10
	573/2	00	24	75
	574	00	38	20
	575 (कासिंग ल्यान्ड)	00	00	10
	576 (कासिंग ल्यान्ड)	00	03	20
3) वीरुलापाडू	12 (कासिंग ल्यान्ड)	00	02	95
	123/1	00	43	55
	124/1	00	11	65
	124/2	00	35	80
	126 (कासिंग ल्यान्ड)	00	04	70
	127 (कासिंग ल्यान्ड)	00	02	15
	128	00	00	10
	129	00	41	80
	13/5 (गवर्नमेन्ट ल्यान्ड)	00	45	55
	130/9	00	42	05
	131 (कासिंग ल्यान्ड)	00	02	95
	132	00	06	60
	133/1	00	20	30
	133/2	00	57	05
	133/3	00	21	85
	146/2	00	00	55
	147/1	00	21	05
	147/5	00	39	70
	148/2	00	07	30
	15	00	65	05
	17/2	00	17	25
	200/1 (कासिंग ल्यान्ड)	00	06	10
	201/1ए	00	02	55
	204/2 (गवर्नमेन्ट ल्यान्ड)	00	00	10
	204/3बी (कासिंग ल्यान्ड)	00	01	55
	204/3ए	00	05	65
	205/1बी (कासिंग ल्यान्ड)	00	20	55
	205/1सी	00	13	95
	205/2ए	00	00	30
	205/2सी	00	00	60
	205/4ए	00	48	40
	205/4सी	00	00	20
	207/2 (कासिंग ल्यान्ड)	00	00	10
	207/3	00	46	90
	211 (कासिंग ल्यान्ड)	00	02	50

1	2	3	4	5
3) वीरुलापाडू (निरंतर)	213/2	00	08	90
	213/3बी	00	38	65
	213/3ए	00	15	90
	216/1 (गवर्मेन्ट ल्यान्ड)	00	05	80
	217	00	26	90
	219/1	00	29	15
	219/4	00	00	10
	220/1	00	18	35
	220/3	00	10	25
	223	00	45	60
	224/1बी	00	00	10
	224/1ए	00	08	40
	224/2	00	46	40
	7 (कासिंग ल्यान्ड)	00	05	45

[फा. सं. एल.-14014/16/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, 30th May, 2003

S. O. 1611.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structure in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Krishna and Khamman District in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to **Shri P. Butcha Reddy, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, 409, 'c'-Everest Block, Aditya Enclave, Ameerpet, Hyderabad, Andhra Pradesh Pin-500038**

Schedule

Mandal : Madhira		District : Khammam		State : Andhra Pradesh	
Village	Survey No./Sub-Division No.	Area of ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Chilukuru	153/A, 153/AA	00	54	80	
	154/A, 154/AA, 154/E	00	00	65	
	156	00	48	95	
	157/A, 157/AA	00	01	10	
	158/A, 158/AA, 158/E	00	24	55	
	169/A, 169/AA, 169/E1, 169/E2, 169/E3, 169/E4	00	99	75	
	186, 186/AA/1, 186/AA/2, 186/AA/3, 186/AA/4, 186/AA/5, 186/AA/6, 186/AA/7, 186/AA/8 (Crossing Land)	00	73	45	
	187, 187/A3, 187/A4, 187/AA1, 187/AA2	00	16	05	
	204	00	72	10	
	205/A, 205/AA, 205/AE, 205/AIE, 205/E1, 205/E2, 205/E3, 205/E4, 205/LOO, 205/LU, 205/O, 205/OU, 205/ROO, 205/RU, 205/U, 205/UU	00	34	70	
	206/A1, 206/A2, 206/A3, 206/A4, 206/A5, 206/AA, 206/AA2, 206/AA3, 206/E, 206/EE, 206/LU, 206/ROO, 206/RU, 206/U/1, 206/U/2, 206/U/3, 206/U/4, 206/UU/1/1, 206/UU/2, 206/UU/2/2	00	44	55	
	208 (Crossing Land)	00	06	00	
	208/AA1, 208/AA2, 208/AA3, 208/AA4, 208/E1, 208/E2, 208/E3	00	40	35	
	Between 204 & Village Boundary (Crossing Land)	00	61	15	
	In Between 154 & 157 (Government Land)	00	25	70	
Mandal : G.Konduru		District : Krishna		State : Andhra Pradesh	
1) Bhimavarappadu	10/2C	00	07	85	
	10/3A2	00	24	40	
	10/3B (Government Land)	00	05	15	
	10/4 (Crossing Land)	00	02	15	
	12 (Crossing Land)	00	05	00	
	13/1A	00	54	05	
	19/1	00	07	95	
	19/2	00	22	10	
	21/2A	00	04	45	
	21/2B	00	02	75	
	21/3A	00	09	10	
	21/3B	00	07	55	

1	2	3	4	5
1) Bhimavarappadu (Contd....)	21/4A	00	07	40
	21/4B	00	07	40
	21/4C	00	09	00
	21/4D	00	11	25
	21/4E	00	27	65
	21/4F	00	01	00
	22/1	00	02	80
2) Cheruvumadhavaram	105	00	53	55
	106 (Crossing Land)	00	02	05
	107 (Crossing Land)	00	17	05
	109 (Crossing Land)	00	11	05
	110	00	87	55
	111/1	00	05	30
	111/2	00	00	60
	39/1 (Crossing Land)	00	02	90
	39/2B	00	01	10
	40/1B	00	01	35
	40/2B	00	40	15
	59 (Crossing Land)	00	03	60
	60/1, 60/2, 60/3A, 60/3B	00	51	30
	61/4	00	45	60
	61/5A, 61/5B	00	27	40
	62/1A	00	00	35
	62/1B (Crossing Land)	00	03	30
	62/2A	00	23	35
	62/3A1	00	10	75
	62/3B1	00	07	05
	66 (Crossing Land)	00	05	10
	67/1A2	00	11	10
	67/2B	00	12	60
	67/3A (Crossing Land)	00	00	40
	67/3B	00	09	50
	67/4 (Crossing Land)	00	02	90
	68/2A1, 68/2A2 (Crossing Land)	00	49	40
3) Chevuturu	101/1	00	07	20
	101/2	00	30	80
	102/2	00	38	65
	104	00	35	15
	109/1	00	00	65
	109/2	00	13	90
	109/3	00	19	60
	109/4	00	14	75

1	2	3	4	5
3) Chevuturu (Contd....)	110	00	19	45
	182 (Government Land)	00	01	80
	183 (Government Land)	00	06	65
	184/2	00	45	70
	184/20	00	00	40
	184/8	00	00	55
	185 (Crossing Land)	00	04	70
	186/1	00	09	10
	186/2	00	19	35
	186/3	00	10	75
	188 (Crossing Land)	00	00	10
	189 (Crossing Land)	00	09	00
	190/1	00	17	45
	190/2	00	04	35
	190/3	00	15	30
	198/13	00	14	50
	199/4	00	11	95
	199/5	00	03	30
	199/6	00	05	95
	199/7	00	16	55
	221/1A	00	00	70
	221/1B (Crossing Land)	00	02	80
	221/1C	00	00	10
	221/2 (Crossing Land)	00	06	35
	221/3A	00	63	05
	222 (Government Land)	00	11	20
	227	00	28	55
	229 (Crossing Land)	00	12	25
	230	00	48	95
	231	00	44	80
	333 (Government Land)	00	05	75
	334	00	46	85
	34/2	00	37	45
	346	00	36	55
	347/1	00	21	25
	347/2	00	03	20
	347/3	00	23	45
	348	00	48	25
	350/1	00	04	10
	350/2	00	22	85
	350/3	00	01	30
	351	00	23	60
	352/4	00	00	15

1	2	3	4	5
3) Chevuturu (Contd....)	353/1	00	22	60
	353/2	00	38	55
	354/1	00	04	55
	354/3	00	17	45
	355	00	47	80
	363/1	00	70	00
	364 (Crossing Land)	00	08	55
	89/2	00	23	35
	90/4	00	07	95
	92 (Government Land)	00	08	50
	93/1B2	00	54	30
	93/1B3 (Crossing Land)	00	05	35
	95/1A (Crossing Land)	00	01	80
	95/1B1 (Crossing Land)	00	04	60
	95/1B2	00	18	45
	95/2B	00	12	65
	98/1	00	32	20
	98/2	00	28	20
	99/2	00	00	35
4) Duggiralapadu	17/1B (Government Land)	00	00	10
	20 (Crossing Land)	00	10	95
	23/1A	00	39	45
	23/1B	00	05	80
	23/2 (Crossing Land)	00	05	50
	24/1C	00	68	70
	24/2 (Crossing Land)	00	03	90
	39	00	41	70
	40/2B2	00	54	80
	42/1A	00	42	20
	42/1B (Crossing Land)	00	09	35
	43/2B	00	26	35
	43/4	00	04	40
	58/1A	00	11	60
	58/1B (Crossing Land)	00	16	00
	59/2	00	13	60
	60/2B	00	17	65
	60/2C	00	02	30
	60/2D	00	09	95
	60/3A2	00	30	30
	61/1A	00	52	70
	61/1C	00	01	65
	66	00	35	70
	67/1A, 67/1B, 67/1C, 67/1D, 67/1E	00	74	25

1	2	3	4	5
4) Duggiralepedu (Contd....)	68/1A	00	08	15
5) G.Konduru	100/1	00	12	75
	100/2A	00	07	10
	101	00	42	00
	102/1	00	00	55
	104 (Crossing Land)	00	10	70
	106	00	18	65
	108 (Government Land)	00	03	25
	110/1	00	04	15
	54/2B	00	07	75
	54/2C	00	24	70
	58	00	15	75
	59 (Crossing Land)	00	05	40
	60/1	00	13	70
	60/2	00	10	35
	60/3	00	22	00
	60/4	00	33	60
	61/1	00	07	60
	61/2	00	22	25
	61/3	00	12	00
	61/4A1	00	02	85
	63	00	08	30
	73 (Crossing Land)	00	12	00
	77/1	00	01	20
	78/1B	00	00	25
	78/2A	00	19	95
	78/2B	00	15	45
	78/3	00	12	95
	79 (Crossing Land)	00	20	55
	81/1A	00	14	55
	81/1B	00	07	85
	81/1C	00	27	95
	81/2	00	03	10
	81/3A1	00	04	00
	86/1	00	15	40
	86/2A	00	15	40
	86/2C	00	03	60
	87/3B	00	25	20
	87/4	00	19	85
	96/2B	00	05	10
	96/3	00	25	10
	96/4A	00	06	25
	96/4B	00	07	70

1	2	3	4	5
5) G.Konduru (Contd....)	96/4C	00	05	30
	96/5	00	02	80
	99 (Crossing Land)	00	11	35
6) Gaddamanugu	11	00	33	65
	13	00	52	35
	15/1A	00	17	40
	16	00	30	50
	17/2 (Government Land)	00	10	30
	39/2	00	19	40
	39/3A	00	14	95
	40/A	00	02	55
	40/B3	00	33	80
	56 (Crossing Land)	00	03	90
	59/A1, 59/A2, 59/B1, 59/B2, 59/B3, 59/B4, 59/B5, 59/B6, 59/C1, 59/C2, 59/C3, 59/D1, 59/D2, 59/D3, 59/E1, 59/E2, 59/E3, 59/F1, 59/F2, 59/F3	00	82	85
	7/1	00	17	75
	7/5 (Crossing Land)	00	03	30
	8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9 (Crossing Land)	00	45	05
	9/2	00	21	25
7) Ganginenipalem	118 (Government Land)	00	07	40
	119/2B	00	09	75
	119/2C1	00	20	30
	128/1A	00	48	50
	128/3A	00	01	75
	129/1A, 129/1B	00	27	00
	129/2	00	27	55
	131/2	00	12	25
	131/3	00	06	20
	132 (Crossing Land)	00	03	40
	135/2A	00	20	05
	136	00	61	40
	137	00	18	00
	200/3	00	49	90
	201/2A	00	21	20
	201/3	00	25	00
	207/1	00	39	60
	208/1, 208/2	00	36	10
	209/1	00	04	45
	221/1, 221/2, 221/3	00	63	25
	222/1A, 222/1C, 222/2, 222/3, 222/4, 222/5	00	01	25
	37/1	00	02	90

1	2	3	4	5
7) Ganginanipalem (Contd....)	37/5	00	14	65
	37/6	00	31	10
	38/1	00	66	60
	39 (Crossing Land)	00	02	90
	40/1 (Crossing Land)	00	04	65
	40/2	00	15	35
	52/1, 52/2, 52/3 (Government Land)	00	06	15
	53/2	00	36	75
	53/3C	00	06	75
	53/4	00	24	10
	54 (Crossing Land)	00	09	40
	60 (Crossing Land)	00	00	65
	61/1A3	00	29	15
	61/1B	00	03	70
	61/1C	00	00	80
	61/2C	00	34	00
	63 (Crossing Land)	00	09	00
	77/2	00	09	75
8) Koduru	126/4	00	00	10
	152/1B1	00	04	30
	152/1B2	00	06	05
	152/1B3	00	10	35
	152/2A	00	10	25
	152/2B1	00	21	25
	153/1	00	00	10
	153/10	00	00	25
	153/3	00	01	45
	153/5	00	06	25
	153/6	00	09	50
	153/7	00	10	15
	153/8	00	13	40
	153/9	00	16	40
	154/1A	00	29	35
	154/2A	00	24	60
	155/1	00	02	05
	164	00	11	00
	165	00	41	20
	166	00	13	60
	167	00	60	95
	168	00	28	10
	169 (Crossing Land)	00	03	05
	176/3	00	34	55
	179/4	00	11	60

1	2	3	4	5
8) Koduru (Contd....)	179/5	00	00	90
	221/2	00	00	10
	221/3	00	27	05
	222 (Crossing Land)	00	02	25
	223/2	00	00	95
	224/1	00	17	90
	224/2	00	22	55
	224/3	00	06	25
	224/4	00	00	75
	225/1	00	17	50
	225/2	00	22	75
	225/3	00	06	45
	228 (Crossing Land)	00	05	85
	230/1	00	04	50
	230/3	00	06	25
	231/2	00	17	05
	231/3	00	22	55
	231/4	00	20	85
	231/5	00	20	45
	232 (Crossing Land)	00	05	05
	248 (Crossing Land)	00	01	65
	250 (Crossing Land)	00	00	10
	276	00	58	65
	277	00	47	40
	278	00	55	25
	281/1	00	42	45
	281/2	00	18	95
	282 (Crossing Land)	00	05	85
	283	00	09	15
	289/2	00	00	25
	396 (Crossing Land)	00	00	10
	418	00	35	85
	419	00	58	30
	420/1	00	35	40
	422/1B	00	14	10
	422/2A	00	63	80
	422/3A1	00	12	50
	422/3A3	00	06	20
	422/3B	00	00	30
	426/7	00	00	10
	426/8	00	06	40
	426/9	00	18	10
	427	00	54	95

1	2	3	4	5
8) Koduru (Contd....)	428	00	18	95
	429 (Crossing Land)	00	05	50
	431 (Crossing Land)	00	20	50
	432/1	00	17	10
	432/2	00	41	75
	435	01	35	30
	436	00	29	60
	439	00	11	10
	441	01	11	30
	445	00	54	05
	459/1	00	28	70
	459/2	00	00	30
	460 (Crossing Land)	00	06	60
	540	00	13	60
	545 (Government Land)	00	11	65
9) Kuntamukkala	329/1, 329/2	00	40	30
	335 (Crossing Land)	00	07	80
	352/6	00	16	35
	353/1	00	23	20
	353/2	00	11	80
	353/3	00	13	15
	354/2	00	00	70
	354/3	00	01	95
	354/4	00	10	55
	390/1	00	10	75
	390/2	00	10	45
	391	00	10	00
	397/1	00	14	50
	397/2	00	08	50
	397/3	00	09	55
	398/1	00	00	65
	398/2	00	06	80
	398/3	00	12	50
	398/4	00	15	60
	399/1	00	10	10
	399/2A	00	11	15
	399/2B	00	17	00
	399/3	00	08	40
	399/4	00	00	30
	400	00	00	10
	403/3	00	02	05
	404/2	00	00	55
	405/1A, 405/1B, 405/1C	00	29	35

1	2	3	4	5
9) Kuntamukkala (Contd....)	406/3	00	05	60
	406/4	00	03	00
	406/5	00	13	70
	406/7	00	20	45
	406/8	00	09	65
	435/1	00	29	45
	435/2	00	35	25
	441/2	00	06	75
	441/3	00	15	35
	441/4	00	11	70
	442/4B	00	04	45
	443 (Crossing Land)	00	06	55
	443/1, 443/2	00	51	05
	444	00	09	85
	453	00	05	80
	454/1	00	29	45
	454/2	00	22	90
	455	00	33	15
	456	00	25	50
	461	00	33	35
	462	00	24	50
	471/3	00	00	75
	471/4	00	26	25
	473/1	00	05	40
	473/2	00	08	35
	473/3	00	21	25
	473/5	00	20	40
	473/6	00	01	30
	474/1	00	00	90
	474/4A	00	10	00
	478/1	00	07	25
	479 (Crossing Land)	00	05	35
	480/3	00	00	70
	483/1	00	56	70
	483/2	00	02	05
	483/3A	00	00	45
	484/1	00	10	00
	484/2A	00	18	00
	484/2B	00	28	10
	487	00	25	15
	488 (Crossing Land)	00	10	35
	489/2	00	24	00

1	2	3	4	5
10) Munagapadu	28/1/B2	00	05	80
	28/1A2	00	11	10
	28/1C1	00	81	30
	28/1C2	00	01	45
	29/1B	00	39	60
	29/2B	00	07	90
	29/3B	00	07	45
	29/4B	00	04	10
	43/1, 43/2 (Government Land)	00	07	90
	44/1	00	11	40
	44/2	00	11	05
	44/3	00	17	25
	45/A	00	00	25
	45/B	00	03	30
	45/C	00	13	60
	45/D	00	16	30
	45/E/1	00	05	35
	45/E/2	00	06	90
	45/E/3	00	00	25
	45/F	00	09	15
	45/G	00	09	10
	45/H	00	10	25
	75/1	00	16	30
	76/1	00	46	35
	76/2	00	27	50
	81/1	00	14	00
	81/2	00	05	50
	81/3	00	23	15
	81/7	00	13	00
	81/8	00	03	60
	82/2A	00	35	40
	82/2B	00	05	05
	92 (Crossing Land)	00	04	90
	94	00	33	15
	95/1	00	43	60
	95/2	00	35	75
	97 (Crossing Land)	00	00	80
	98 (Crossing Land)	00	14	15
11) Nandigama	304	00	28	10
	311 (Crossing Land)	00	11	15
	312 (Crossing Land)	00	22	35
	313/1	00	27	25
	313/2	00	06	60

1	2	3	4	5
12) Petrempadu	68/1, 68/1P (Crossing Land)	00	02	30
	68/2, 68/2P	00	01	00
	69/1A	00	02	15
	69/1B	00	57	25
	70/2	00	46	60
	71/1	00	84	80
	72/2	00	00	10
13) Sunnampadu	101 (Crossing Land)	00	07	40
	129/1	00	21	40
	129/2	00	02	35
	129/4	00	01	65
	93 (Crossing Land)	00	04	05
	94/1	00	39	70
	98/3	01	47	20
	98/4 (Crossing Land)	00	09	25
	98/5A, 98/5B	00	71	20
14) Telladevarapadu	112/1A	00	17	55
	112/2A	00	23	25
	112/3B	00	27	95
	114/1	00	01	05
	116/1	00	33	30
	116/2	00	38	90
	117/1A	00	14	50
	118/1 (Crossing Land)	00	00	50
	119 (Crossing Land)	00	03	45
	123	00	46	40
	124/2	00	51	65
	125/1	00	03	05
	127/1C	00	51	85
	151/1, 151/2	00	01	85
	152/1	00	23	55
	152/2 (Crossing Land)	00	00	80
	152/3	00	22	20
	153	00	04	80
	154/1	00	19	60
	155/1	00	05	80
	155/2 (Crossing Land)	00	11	65
	155/3	00	17	95
	156/1	00	73	30
15) Veliaturu	579/1A (Crossing Land)	00	04	90
	579/1B	00	21	75
	580/1B	00	25	15
	580/2	00	25	10

1	2	3	4	5
15) Vellaturu (Contd....)	581/1	00	20	20
	581/2	00	25	50
	583/1	00	18	20
	584/2	00	02	85
	584/3	00	32	70
	585/3	00	11	00
	591 (Crossing Land)	00	17	85
	592/2	00	02	35
	594 (Crossing Land)	00	04	80
	603/A	00	24	40
	604 (Crossing Land)	00	01	85
	605	00	50	85

Mandal : Nandigama **District : Krishna** **State : Andhra Pradesh**

1) Damukuru	121/1 (Crossing Land)	00	09	05
	122/1B	00	17	05
	131/2	00	22	10
	132	00	54	50
	133/1A	00	24	10
	133/1B	00	13	60
	133/2B	00	22	95
	134/1	00	27	25
	134/2A	00	23	50
	134/2B (Crossing Land)	00	05	45
	135/1	00	34	25
	138/1	00	39	10
	32/1	00	05	80
	32/2 (Crossing Land)	00	05	65
	32/3	00	00	10
	33/1A1 (Crossing Land)	00	07	15
	33/1A2	00	50	00
	33/1B (Crossing Land)	00	03	85
	34 (Crossing Land)	00	32	25
	35/1A (Crossing Land)	00	04	90
	35/1B3	00	00	40
	35/2B	00	17	45
	35/3B	00	27	60
	35/4B	00	04	70
	36/2	00	00	20
	36/3	00	10	15
	36/4	00	11	80
2) Jonnalagadda	1/1	01	06	15
	15/2	00	60	90

1	2	3	4	5
2) Jonnalagadda (Contd....)	16/1	00	22	40
	17 (Crossing Land)	00	05	90
	21/1C	00	03	05
	21/2A	00	49	80
	22/2A	00	03	55
	22/2C	00	07	85
	23/1A	00	30	90
	23/1B (Crossing Land)	00	01	00
	23/2	00	21	55
	23/2B (Crossing Land)	00	16	45
	24/1	00	06	20
3) Kontamakuru	100/1	00	18	20
	100/2	00	19	15
	163/1A	00	01	05
	34	00	64	30
	35	00	77	75
	36/2	00	01	20
	37/1	00	17	25
	37/2	00	29	25
	47/1	00	21	85
	47/2	00	25	25
	47/3	00	00	70
	47/4	00	19	20
	47/5	00	39	35
	48/1	00	62	70
	48/2	00	42	60
	49/1	00	24	20
	49/2	00	15	15
	50	00	01	35
	66	00	53	40
	67/2	00	30	00
	68/1	00	54	75
	68/2	00	11	75
	72 (Crossing Land)	00	05	00
	73	00	26	70
	76/4	00	29	20
	77/2	00	28	05
	78/3	00	26	70
	79/4	00	18	90
	80	00	56	45
	81/1	00	03	20
	81/2	00	41	00
	82	00	33	40

1	2	3	4	5
3) Kontamakuru (Contd....)	96/1	00	07	40
	96/2	00	00	75
	99 (Crossing Land)	00	03	45
4) Ramireddipalli	139 (Crossing Land)	00	01	50
	140/2C	00	00	60
	141 (Crossing Land)	00	00	10
	142/1	00	67	50
	143	00	50	70
	144/2	00	10	95
	144/3	00	01	10
	145/5A, 145/5B	00	10	25
	145/6	00	11	70
	151/3	00	10	95
	152/1A	00	29	85
	152/2	00	37	50
	152/3	00	22	70
	153/2	00	14	45
	155/1	00	01	05
	156	00	90	40
	157/1	00	02	85
	157/2	00	07	65
	157/3	00	25	20
	160 (Crossing Land)	00	02	00
	161 (Crossing Land)	00	02	00
	162/2	00	01	35

Mandal : Veerulapadu

District : Krishna

State : Andhra Pradesh

1) Gudemmadhevaram	10/1A	00	02	70
	103/2	00	20	45
	104/2	00	06	90
	105/1	00	34	08
	105/2	00	21	85
	105/3	00	00	45
	107/2	00	15	55
	107/3	00	26	00
	12	00	01	25
	135/2B	00	10	30
	135/3	00	07	80
	135/6A	00	00	15
	136	00	27	30
	137	00	38	60
	138	00	45	60
	14/1B1	00	10	55

1	2	3	4	5
1) Gudemmadhavaram (Contd....)	14/1B2	00	02	70
	14/1B3	00	36	35
	142/2A	00	01	70
	142/3	00	04	80
	143/1	00	47	25
	144/1A1, 144/1A2	00	00	10
	144/1B	00	46	25
	146/1B, 146/1B2, 146/1B3	00	31	25
	148/1	00	48	10
	149/1A	00	29	75
	149/2A	00	33	50
	149/2B	00	03	95
	15/1	00	26	65
	15/2	00	10	70
	15/3	00	11	05
	153/1	00	02	10
	153/2A	00	33	70
	153/2B	00	13	70
	154/4B	00	10	40
	16/2	00	07	75
	16/3	00	18	55
	168/1	00	28	90
	168/2 (Crossing Land)	00	02	25
	17/2	00	17	10
	17/3	00	24	80
	170/1	00	44	65
	170/2	00	30	65
	171/1A	00	04	35
	18/1C	00	18	35
	18/1E	00	18	95
	19/2A, 19/2C	00	13	45
	19/3A, 19/3C	00	15	35
	19/4A, 19/4C	00	18	95
	20/1A, 20/1C	00	21	35
	20/2	00	46	00
	3/2	00	26	10
	3/4	00	00	10
	39/1C	00	14	30
	39/2	00	14	95
	4/1	00	00	10
	4/2	00	12	90
	40/2A	00	30	85
	5	00	32	55

1	2	3	4	5
1) Gudemmadhavaram (Contd.....)	65 (Crossing Land)	00	12	75
	66 (Crossing Land)	00	02	20
	67	00	00	20
	7/2A	00	00	10
	7/2B	00	02	55
	70/1B	00	06	40
	70/2	00	19	60
	70/4A (Government Land)	00	05	70
	70/4B	00	20	70
	71 (Crossing Land)	00	00	90
	72	00	43	95
	73	00	67	00
	76	00	63	00
	8 (Crossing Land)	00	21	75
	9	00	49	00
2) Jayanthi	325/2B	00	24	30
	327	00	49	25
	331/2	00	26	90
	332 (Crossing Land)	00	10	20
	337	00	21	80
	339/1	00	00	10
	339/2	00	55	35
	340	00	35	15
	341/1A	00	42	20
	342/1	00	03	65
	385/1	00	68	65
	385/2	00	01	60
	390/1A	00	25	50
	390/2	00	14	80
	391/1	00	36	40
	391/2	00	10	85
	393	00	16	60
	410/1	00	26	10
	410/2	00	27	35
	411	00	02	55
	419/6B	00	12	40
	420/1	00	01	00
	420/2	00	49	95
	420/3B	00	05	15
	421/2	00	32	15
	421/3A	00	18	15
	421/3B	00	13	30
	421/4	00	03	50

1	2	3	4	5
2) Jayanthi (Contd....)	422/1	00	53	55
	484	00	41	75
	485	00	22	05
	486 (Crossing Land)	00	05	10
	495 (Crossing Land)	00	01	05
	496/1, 498/2	00	38	35
	500/2	00	42	90
	500/3	00	32	65
	501/1	00	55	30
	502/1B1	00	03	70
	502/1B2 (Crossing Land)	00	02	10
	502/1B3	00	01	40
	503 (Crossing Land)	00	01	35
	523/2	00	00	25
	524/1A	00	03	75
	524/2A	00	08	70
	529	00	12	90
	530	00	32	30
	536/1, 536/2	00	79	50
	537/1, 537/2	00	37	20
	538/1, 538/2	00	14	50
	548/1	00	06	95
	548/2A	00	38	95
	548/2B	00	05	20
	548/2C	00	44	95
	550/4	00	29	40
	558/1	00	19	95
	558/2	00	18	20
	560/1A	00	16	45
	560/1B (Crossing Land)	00	20	30
	560/2B	00	06	50
	561/1A (Crossing Land)	00	02	55
	561/1B	00	00	70
	561/2A (Crossing Land)	00	01	05
	561/2B	00	70	35
	567	00	60	35
	568 (Crossing Land)	00	10	60
	573/1	00	24	10
	573/2	00	24	75
	574	00	38	20
	575 (Crossing Land)	00	00	10
	576 (Crossing Land)	00	03	20

1	2	3	4	5
3) Veerulapadu	12 (Crossing Land)	00	02	95
	123/1	00	43	55
	124/1	00	11	65
	124/2	00	35	80
	126 (Crossing Land)	00	04	70
	127 (Crossing Land)	00	02	15
	128	00	00	10
	129	00	41	80
	13/5 (Government Land)	00	45	55
	130/9	00	42	05
	131 (Crossing Land)	00	02	95
	132	00	06	60
	133/1	00	20	30
	133/2	00	57	05
	133/3	00	21	85
	146/2	00	00	55
	147/1	00	21	05
	147/5	00	39	70
	148/2	00	07	30
	15	00	65	05
	17/2	00	17	25
	200/1 (Crossing Land)	00	06	10
	201/1A	00	02	55
	204/2 (Government Land)	00	00	10
	204/3A	00	05	65
	204/3B (Crossing Land)	00	01	55
	205/1B (Crossing Land)	00	20	55
	205/1C	00	13	95
	205/2A	00	00	30
	205/2C	00	00	60
	205/4A	00	48	40
	205/4C	00	00	20
	207/2 (Crossing Land)	00	00	10
	207/3	00	46	90
	211 (Crossing Land)	00	02	50
	213/2	00	08	90
	213/3A	00	15	90
	213/3B	00	38	65
	216/1 (Government Land)	00	05	80
	217	00	26	90
	219/1	00	29	15
	219/4	00	00	10
	220/1	00	18	35

1	2	3	4	5
3) Veerulapadu (Contd....)	220/3	00	10	25
	223	00	45	60
	224/1A	00	08	40
	224/1B	00	00	10
	224/2	00	46	40
	7 (Crossing Land)	00	05	45

[No. L-14014/16/03-G.P.]
SWAMY SINGH, Director

नई दिल्ली, 3 जून, 2003

का. आ. 1612.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल टर्मिनल से पंजाब राज्य में भटिण्डा तक, मुन्द्रा भटिण्डा पाइपलाइन के माध्यम से अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, सक्षम प्राधिकारी, श्री राम करण शर्मा, मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी प्रोजेक्ट, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), 450 एम. सी. कालोनी, हिसार रोड़, सिरसा-125055 (हरियाणा) को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील सिरसा		जिला सिरसा		राज्य हरियाणा
गांव का नाम	हदबस्ता नम्बर	खसरा नम्बर	हिस्सा (यदि कोई है)	क्षेत्रफल कनाल - मरला
1	2	3	4	5
साईशेरगढ़	222	45/12	3	0 - 1
		126	2	0 - 3
		129	2	0 - 3
जलालआना	251	110/18	1	0 - 1
		146/23	2	2 - 6
		188/9	2	3 - 2
देसुमलकाना	312	280	2	3 - 5
		926	-	0 - 4

[फा. सं. आर-31015/13/2000-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, 3 June, 2003

S. O. 1612.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab, through Mundra-Bathinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification, are made available to the general public, object in writing to Competent Authority, Shri Ram Karan Sharma, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), 450, M.C. Colony, Hissar Road, Sirsa-125055 (Haryana).

SCHEDULE

Tehsil : Sirsa

District : Sirsa

State : Haryana

Name of village	Hadbast No.	Khasra No.	Part/ Hissa No (if any)	Extent Kanal-Marla
2	3	4	5	6
Khai Shergarh	222	45/12	3	0 - 1
		126	2	0 - 3
		129	2	0 - 3
Jalalana	251	110/18	1	0 - 1
		146/23	2	2 - 6
		188/9	2	3 - 2
Desumalkana	312	280	2	3 - 5
		926	-	0 - 4

[No. R-31015/13/2000-O.R.-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 6 मई, 2003

का.आ. 1613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बॉमर लॉरी एण्ड कं० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सुंई नं० 2 के पंचाट (संदर्भ संख्या 63/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2003 को प्राप्त हुआ था।

[सं० एल-45015/1/2000-आई. आर. (विविध)]

बी० एम० डैविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 6th May, 2003

S.O. 1613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 63/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Balmer Lawrie & Co. and their workman, which was received by the Central Government on 6-5-2003.

[No. L-45015/1/2000-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT:SHRI S. N. SAUNDANKAR,
Presiding Officer**Reference No. CGIT-2/63 of 2000**

Employers in relation to the Management of M/s. Balmer Lawrie & Co. Ltd.

M/s. Balmer Lawrie & Co.,
G-16, M. I. D. C. Industrial Area,
Taloja, Distt. Raigad**AND**Their Workmen
Mumbai Shramik Sangh,
'Sangharsh', Quarry Road,
Bhandup, Mumbai-400078.**APPEARANCES:**For the Employer : Mr. C. V. Pavaskar
Advocate.For the Workmen : Mr. R. D. Bhat
Advocate.

Mumbai, Dated 31st January, 2003

AWARD

The Government of India Ministry of Labour by its Order No. L-45015/1/2000-IR (Misc) dtd. 23-6-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication.

1. Whether the closure of Oleo Chemicals & Speciality Division is legal and justified?

2. Whether the termination of services of 39 workers is legal and justified?

2. The Secretary Mumbai Shramik Sangh Mr. Monteiro vide Statement of Claim (Exhibit-5) averred that the workmen under reference who have been terminated, are the members of Mumbai Shramik Sangh. The employer M/s. Balmer Lawrie & Co. Ltd. is a Government Enterprise which deals in various products mainly petrochemicals, barrels, drums, containers, etc. and it has factories at Calcutta, Cochin, Chennai, Mumbai and Silvassa apart from the factory at Taloja of which the present dispute pertains. It is pleaded though the company deals in various products they are all related to petrochemicals and having connection with one another and that control and supervision of all factories falls with the Depot management, functions at Calcutta. It is contended workman working in the company are liable to be transferred from one place to another place and from one plant to another or from one factory or office to out station and from one shop to another or from one unit to another which finds place in Clause-9 of the appointment letter issued to the concerned workmen. Consequently all factories Divisions, Shops are one home unit wherein about 100 workers work with the company all over India and therefore provisions of Chapter VB of the Industrial Disputes Act are applicable to the employer. It is pleaded that the workers had requested the company that they be given work in the lube Blending Plant if there was no work in the Oleo-Chemicals & Specialities Division (OSD Division) however ignoring the said demands the employer in breach of the settlement dtd. 24-4-97 not given regular production work to 24 workers in the company at Taloja for which the reference was filed bearing No. CGIT-I 34/2000 and it is pleaded that during the pendency of said reference in breach of Section 33 of the Industrial Disputes Act the employer apprised that it had decided to close down OSD Division permanently from 11-11-99 in further violation of Section 25 (o) i. e. without seeking permission on closing down OSD plant. It is averred that there is no closure and that the officers those who worked for OSD continue to work in the Lube Blending Division. It is contended workers are willing and ready to work in the Lube Blending Division however employer neglecting that terminated them illegally. It is averred the OSD has not been closed down and that officers are still working in Lube Blending Plant and that the employer can accommodate workmen at Silvassa where the company has set up Lube Blending Plant for which machinery and equipment from the OSD Division has been shifted. Consequently the termination of services of the 39 workers under reference is illegal and unjustified. For all these reasons the Union averred that since there is no closure of (OSD Division) and that termination of the workman is illegal, management be directed to reinstate the workers under reference with full back wages.

3. Management Balmer Lawrie & Co. Ltd resisted the claim of union by filing Written statement (Exhibit-8) contending that the union which made the reference had no representative capacity to raise a dispute on behalf of the workmen who were not members of the union. It is pleaded that the settlement dtd. 24-4-97 was signed by the representatives of Maharashtra General Kamgar Union. It is contended the union which filed the Statement of Claim did not submit any demands of the nature which is the

subject matter of the reference to the company nor the union informed that the workers resigned from membership of Maharashtra General Kamgar Union and had become members of the Mumbai Shramik Sangh. Therefore, Mumbai Shramik Sangh has no locus to spouses the cause and therefore the present dispute does not acquire the character of any Industrial Dispute under section 10 of the Industrial Disputes Act. Consequently reference is not maintainable. It is pleaded that it is the right of the employer to close down business irrevocably and that the dispute does not fall within the ambit of Chapter VB of the Industrial Disputes Act. It is contended closure of establishment not covered under Chapter VB cannot be looked into by the Tribunal thereby the closure is immune from challenge under Article 19(1)(g) of the Constitution of India. Since the present dispute concerns the company undertaking employing less than 50 persons and that the termination of services consequent to the closure being 46 is not amenable to adjudication. It is pleaded company is engaged in different types of activities viz. manufacturing of mild steel barrels, processing of Greases & Lubricants, manufacturing of leather Chemicals, Tea Exports, Travel & Cargo activities etc. and that these activities are carried out at different places scattered all over India which activity is separate and distinct activity from the other and has no connection with each other. Each of the units are separate and are functioning independently and as such there is no functioning integrity between these units. It is contended so far operations at Talaja, the company had set up the unit for manufacture in the year 1989, which used to manufacture Hydrogenated Castor Oil (HCO) and 12 Hydroxy Stearic Acid (12HSA) for which it employed 46 workmen. In the year 1995 company started separate unit of Lube Blending plant at Talaja which was a job varied from time to time, however this activity had declined running since 1995. It is contended the Oleo Chemicals & Specialists Division and Lube Blending Divisions at Talaja are two separate divisions having no interconnection with each other. Since company is running on continuous losses ever since its inception and as in October '98 there was no production for want of orders, the workers remained idle. Since there was no activity in Oleo Chemicals and Specialities Division company deputed few workmen to Lube Oil Blending Division for work on temporary basis. The plant was not successful and that in the month of November 1998 company tried to discuss with the union to depute 34 workers of OSD Division to the Lube Oil Blending Division. However some of them did not accept the company's instructions and therefore the reference is pending bearing No. CGIT-2/49 of 2000. It is contended that since October '98 the activities of the plant came to a stand still for want of orders and that the company could not run the unit at all and that it has closed down from 11/11/99. Consequently the services of the concerned workmen were terminated. It is contended out of 39 workmen four have already treated the matter directly with the company and one has expired, consequently the present dispute is restricted to 34 workmen. For all these that the reasons it is averred that the action of the employer of closing down the establishment is not violative of Section 33 of the Industrial Disputes Act. Consequently employer prayed to dismiss the claim of union with costs in limine.

4. On the basis of the pleadings issues were settled

at (Exhibit-25) and in that context union filed affidavits in lieu of Examination in Chief of two workers under reference namely Hari Baliram Dande (Exhibit-27) and Vlias Ramchandra Sohani (Exhibit-38) and closed evidence vide pursues (Exhibit-39). In rebuttal, management filed affidavit by way of Examination-in-Chief of General Manager Mr. R. Kannan and Head of Accounts of Grease and Oleo Chemicals and Specialities Division Mr. Samir Ghosh vide (Exhibit-40/43) and closed oral evidence vide pursuis (Exhibit-46).

5. Union filed written submissions with list of rulings (Exhibit-50/51/52) and the management (Exhibit-47/8/53). On hearing at length the Learned Counsels for the management and union and perusing the record and the written submissions, I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether the Mumbai Shramik Sangh has no representative capacity to raise a dispute on behalf of the workmen as averred in para-1 of the written statement?	Sangh has capacity
2. Whether the closure of Oleo Chemicals & Speciality Division is legal and justified?	Yes
3. Whether the termination of services of 39 workers is legal and justified?	Yes
4. What relief if any workmen are entitled?	As per order below.

REASONS

6. At the outset the Learned Counsel Mr. Pavaskar for the management inviting attention to the Written statement -para 1 and the Written Submissions (Exhibit-47) urged with force that admittedly Maharashtra General Kamgar Union had submitted settlement dtd. 24-4-97 Exhibit-34 and that the cause was espoused by that Union and not the Maharashtra Shramik Sangh nor it had submitted any demand of the nature which is a subject matter of reference to the company. Hence in the circumstances he submits the Sangh has no locus standi to espouse the cause of the workman and that present dispute does not acquire the character of any industrial dispute and that Sangh has no representative capacity. He submits that there should be a demand on behalf of the workmen and the same is required to be rejected by the company in which event the Industrial case dispute come into existence relying on the case Sindhu Resettlement Corporation Ltd, V/s. Industrial Tribunal, Gujarat and Ors 1968 1 LLJ pg. 834. On the other hand, the Learned Counsel Mr. Bhat submitted that the representative capacity of the union raising the dispute is always determined by the Conciliation Officer before the commencement of the Conciliation Proceedings and after having satisfied the Conciliation Officers have initiated Conciliation Proceedings ending with the above reference. He urged with force that workman Dande has clearly stated that by the letter dtd 21-12-99 company was informed that all workmen had become members of the Mumbai Shramik Sangh which was received by the company which indicative to show the representative capacity of Sangh to represent the concerned workmen. On perusing the record as a whole it is seen no other union even the Maharashtra General Kamgar Union has contested the representative capacity

of Mumbai Shramik Sangh and what is material is whether the cause was espoused and that the dispute exists between employers and employees or between the employers and workmen and workmen and workmen. The dispute to Government when a demand being raised by the workman with their employer becomes an industrial dispute and as deposed by workman Dande all the workmen have become members of Sangh, the Sangh can very well represent the workman. Consequently Issues No. 1 is answered accordingly.

7. Once it is clear that Sangh has representative capacity point crops on the closure of Oleo Chemicals and Specialities division. So far closure of OSD plant is concerned it is admitted position that it was set up in the year 1989 for the purpose of manufacturing Hydrogenated Castor Oil (HCO) and 12 Hydroxy Stearic Acid (12 HSA). The Learned Counsel Mr. Pavaskar for the management submits that the schedule points out the closure therefore closure is a fact and that justifiability of closure cannot be looked into by the tribunal though it look to its legality. Both the workmen under reference who have led oral evidence, in laconic pointed out that there was no closure however in cross-examination clearly admitted that manufacturing of HCO and HSA in OSD plant was about to stop since October/November '98 and that since 11-11-99. There is no manufacturing and consequently they were removed alongwith the other workers by the company in November 1999 and that they were offered notice pay and retrenchment compensation which they denied to accept clearly point out that since 11th November '99 the OSD plant was closed which fortify the submission of Mr. Pavaskar that closure is a fact. Mr. Pavaskar has relied on the case of Indian Hume Pipe Co. Ltd. V/s. Their Workmen Supreme Court Labour Judgments (1950-83) Vol. 8, pg. 183 wherein Their Lordships of Supreme Court observed that:

"the tribunal is not required to enquire into the motive of the closure or whether closure is justified or not. Once it comes to the conclusion that closure is a fact and further held that when the employer closed its factory as a matter of fact it is not concerned to go into the question as to the motive which guided him to come to the conclusion that because of the previous history of the dispute between the employer and employee the closure was not justified. It is within the managerial discretion of employer to organise and arrange his business in the manner he considers best.

It is clear from the decision in Workmen of Indian Leaf Tobacco Development Co. Ltd. Guntur Vs. Management of Indian Leaf Tobacco Development Co. Ltd. that the Tribunal under the Industrial Disputes Act has no power to issue orders directing the company to reopen the closed depot or branch if the company infact has closed down. Their Lordships in Indian Hume Pipe Company's case observed :

"There is no dispute that the factory was closed on December 31, 1964 and the dispute raised was referred to the Industrial Tribunal in April, 1965. The Tribunal noted in its Award that 1, 1965 but it went into the question as to whether the closure of the factory was bonafide and justified in the circumstances of the case and came to the conclusion that the reason given by the company to justify the closure was malafide for the purpose of dispensing with the

services of the Barakar Factory workers who had since the formation of their union been fighting the appellant for betterment of their service conditions"

"There can be no doubt that there had been disputes between the appellant and its workers from 1957 to 1961 and that other Industrial Tribunals had in the past criticised strongly the labour practice of the appellant Examining the evidence before it, the Tribunal was of the view that the decision of the head office of the appellant at Bombay to close the factory was in retaliation of the strike notice given by the Union in the middle of August 1963 over the question of bonus for 1961-62, The Tribunal sought to fortify its conclusion observing that the factory was not closed immediately or at a reasonable time after the actual subsidences in December 1962 or May 1963 and that it made no effort to render the factory area safe from further subsidence by sand stowing,, a method which had been resorted to in respect of the subsidence of the Grand Trunk Road, It also referred to the evidence to the effect that several other concerns which had factories in the neighborhood of the appellant did not close down their factories." Further Their Lordships observed: In out opinion, it was not open to the Tribunal to go into the question as to the motive of the appellant in closing down its factory of Barakar and to enquire whether it was bonafide or malafide with some oblique purpose, namely, to punish the workmen for the union activities in fighting the appellant. It has been laid down by this Court in a series of decisions that it is not for Industrial Tribunals to enquire into the motive to find out whether the closure is justified or not, As far back as 1957, it was observed by this Court in Pipraich Sugar Mills Ltd V/s. P. S. M. Mazdoor Union(1) that—

"where the business has been closed and it is either admitted or found that closure is real and bonafide any dispute arising with reference thereto would, as held in K.M. Padmanabha Ayyar Vs. State of Madras(2) fall outside the purview of the Industrial Disputes Act. And that will a fortiori be so, if a dispute arises if one such can be conceived after the closure of the business between the quantum employer and employees."

Their Lordships in Express Newspapers(P) Ltd. Vs. The Workers [1962 (5) FLR 205] in connection with closure observed:

"If the action taken by the appellant is not lockout but is a closure, bonafide and genuine, the dispute which the respondents may raise in respect of such a closure is not an industrial dispute at all. On the other hand, if in fact and in substance it is lockout, but the said action has adopted the disguise of closure, and a dispute is raised in respect of such an action, it would be an industrial dispute and industrial adjudication is competent to deal with."

"The question of motive of the employer in closing an establishment had to be examined by this Court again in Andhraprabha Vs. Madras Union of Journalists [1967 (15) FLR 435]. It was pointed out there that there might be more than one notice working in mind of the employer leading him to close his establishment and it was floted for the Industrial Tribunal to examine that question meticulously and decide on the bonafides of the motive."

In support of the submission Mr. Pavaskar has also relied on the decision of the Apex Court in case of Pottery Mazdoor Panehayat Vs. The Perfect Pottery Co. Ltd. & Ors. [Supreme Court Labour judgments (1950-83) Vol. 7 p.431].

8. The Learned Counsel Mr. Bhat for the union taking this Tribunal to the evidence of General Manager Mr. Kannan and the Head of accounts of the company Mr. Ghosh and the decisions filed with list (Exhibit-51/52) submitted that the Tribunal can go in detail since closure relates to the factor of public interests as well as interests of the workmen as a whole. He has relied on General Labour Union Vs. B. B. Chavan and Ors. 1985 I-SCC Case 312 wherein Their Lordships of Apex Court observed :—

“Therefore the true test is that when it is claimed that the employer has resorted to closure of industrial activity, the Industrial Court in order to determine whether the employer is guilty of unfair Labour practice must ascertain on evidence produced before it whether the closure was a device or pretence to terminate services of workmen or whether it is bonafide and for reasons beyond the control of the employer.”

9. On going through the decisions cited by both the sides it is apparent that the Tribunal has no jurisdiction to go into the question as to whether the closure is justified or not. So far the legality of closure is concerned, it is very much clear from the catena of judgments that the Tribunal has jurisdiction in width in this context. According to the union the company deals in various product related to petro chemicals, Barrels, drums etc. and that it has factories at Calcutta, Cochin, Chennai, Mumbai and Silvassa. Dronagiri apart from the factory at Talaja and that important decisions are taken at the Head Office level at Calcutta and that the factories/Divisions. Shops are to be treated as one home in which there are more than 100 workmen. It is further the contention of union that clause-9 of the appointment letter issued to the workmen concerned indicate that their services are liable to be transferred anywhere in India or where the company is interested and that the company has one balance sheet for all the activities all over India and point out that 46 permanent workmen were working in OSD and that company had appointed 48 workers to operate the Lube Blending Plant and that apart from that company had employed 36 employees for loading and unloading and for security purposes, thereby there were in all one hundred thirty workmen working continuously in the company as one entity. On this back ground the Learned Counsel Mr. Bhat for the union submits that more than 100 workers were working with the employer and hence the provisions of Chapter V-B of the Industrial Disputes Act are applicable and consequently under section 25(O) the company is required to seek prior permission for closure of the union however admittedly no permission as such, has been obtained and consequently closure is illegal.

10. So far the provisions of Chapter V-B and Section 25(O) of the Act is concerned, the Learned Counsel Mr. Pavaskar submits that it is not applicable to the OSD plant as OSD and Lube Blending Plant are separate divisions and that they are not functionally integrated. Consequently number of workmen employed in OSD plant does not exceed 50. He has relied on the decision in case of Killick Nixon & Co. Ltd. & Ors. wherein Their Lordships observed :

“It is now very well established that if one unit which is totally independent and which will not be closed or affected by the closure or stoppage or another unit owned by the same employer in that case these two units would be independent and not interdependent and, therefore, there cannot be any functional integrality between these units. If, however, one unit is adversely affected or is closed down because of the closure of the other unit and it cannot survive unless the other unit also functions in such a situation two units would be interdependent mutually. One would not survive unless the other continues to function. This concept of integrality between the two units is totally absent in the present case. The shipping Division of the company is altogether different and has no connection or relation with the activities of the units. Merely because some employees are transferable or were transferred there being a unity of ownership and management it cannot be said that there is a functional integrality between the Shipping Division and the other divisions. Accordingly to us, the Industrial Court has rightly come to the conclusion that there is no functional integrality in existence between the Shipping Division and the other Divisions of the employer company and the natural consequences would be that the Chapter V-B of the I.D. Act will not be attracted and therefore there was no necessity of seeking permission from Government under section 25 of the Act and even the seniority of the Shipping Division alone was to be considered.”

11. Workman Dande in his cross-examination para. 11 admits that in OSD plant total employees were 46 which was engaged in manufacture of HCO and HAC started in the year 1989 and further admitted that in Lube Blending Plant started in the year 1995 there were 48 employees who were contract workers. Another workman Sohani in his cross-examination pointed out that workers of Lube Blending Plant had not gone on strike when workers of their OSD plant were on strike and further pointed out that Lube Blending Plant and OSD plant unit situated in different sheds though in premises of Plot No. G-16 which shows both the units were distinct, not concerning to each other though run by one company, No doubt, the General Manager of the company. Mr. Kannan admitted that expenses of OSD-I and Lube Blending Plant on Electricity, water, weigh bridge and office machinery were common. Their Lordships of Bombay High Court in Yeshwant G. Chikhalkar & Ors. Vs. Killick Nixon Ltd. & Ors. 1999 LLR 989 have thrown light on integrality between two units in connection with Section 25(O). It is pointed out if one unit which is totally independent and which will not be closed or affected by closure or stoppage of another unit in that case these two units will be independent and not interdependent and thereby there cannot be functional integrality between the units and further observed that however one unit is adversely affected or closed down because of the closure of other unit and it cannot survive unless the other units also a functions in such a situation two units would interdependent mutually thereby one would not survive unless the other continues to function. The tests laid down as above if applied to OSD unit in the light of the evidence of both the workmen, hardly can be said that the two units were functionally integrated. The

submission of Mr. Pavaskar in view of the position that provisions of Chapter VB and Section 25(o) are not applicable to the OSD plant finds substance. Assuming for a moment the number of the employees in both the units exceeds to 100 and that the employer is required to intimate the Government regarding closure of its undertaking by giving 60 days notice under Section 25FFA of the ID Act the Learned Counsel Mr. Pavaskar submits that omission to do so does not invalidate the closure, in-as-much-as, this provision is not mandatory relying on the decision of Hon'ble Bombay High Court in *Azad Kamgar Union V/s. Metagraphs Pvt. Ltd.* 2001 (90) FLR 798. His Lordship while analysing the provisions of Section 25-FFA observed:

"The interpretation that notice under Section 25 FFA is not a condition precedent for closure of an undertaking gets support from the language of Section 25-F which lays down the condition precedent for retrenchment. Section 25 (o) of the Act which was inserted with effect from 27-10-1981 also supports the above interpretation. This section gives an indication in regard; to the legal position prior to its incorporation. Prior to insertion of Section 25(o). The only requirement for closure was contained in Section 25 FFA which does not require an employer to apply for permission of the appropriate Government to close down its undertaking. What is required in that case is only to give sixty days notice to appropriate Government of the employers intention to close down an undertaking. No consequence of failure to give such a notice has been set out in Section 25 FFA as has been done in Sub-section (7) of Section 25(o) of the Act. This distinction in these two sections (Section 25-FFA and Section-25 O as applicable in Maharashtra) is perceptible and material. Unlike Section 25(o), the requirements of Section 25 FFA are not mandatory. The power of the employer to close down an undertaking is not subject to prior permission of the appropriate Government. It simply requires the employer to give 60 days notice of the intended closure to the appropriate Government. Failure to do so would not render the closure illegal from its inception. It may render the employer liable to pay wages of 60 days to the workman. Non-compliance with the requirements of this section therefore cannot be equated with non-fulfilment of a condition precedent to the passing of an order."

12. The Learned Counsel Mr. Bhat relying on the decision in *Orissa Textiles & Steel Ltd Vs. State of Orissa & Ors.* 2002 I CLR pg, 831 and *General Labour Union V/s. B. V. Chavan and Ors.* 1985 I SCC 312 wherein Their Lordships observed that when unfair labour practice is alleged by workman on ground of resorting to lock out the true tests for the industrial court would be to determine whether keeping in view of the relevant circumstances at the time of closure, the closure was a device or returns to terminate services of workmen or whether it was bonafide

and for reasons beyond the control of the employer, submitted that the Head of Accounts Mr. Gosh clearly deposed that Annual reports published by the company showed company did not suffer loss as a whole during the last ten years and that losses of OSD plant was due to local management, therefore the closure was unjustified. According to Mr. Bhat officers of the OSD were absorbed in Lube Blending Plant however neglected the workmen under reference itself indicative to be show the clear was not bonafide. It is to be noted that OSD is one of the undertakings. In case of closure it is to be seen in connection with undertaking and not in the light of the company as a whole. True it is, company did not suffer any loss however, from the evidence of the workmen itself it is apparent that the OSD undertaking was closed as there were no orders and consequently it was running in losses. In fact as stated above since Chapter V-B is not applicable closure is immune from challenge. Consequently question of seeking permission under Section 25 (o) and issuance of 60 days notice to the Government under Section 25 FFA of the Industrial Disputes Act does not arise. In view of the position closure of the OSD is legal and justified.

13. It is settled legal position that the Tribunal cannot ask the company to remove or reinstate the workmen because there was no business for which the workman could be required. The Learned Counsel Mr. Pavaskar for the management submitted that the company tried to absorb the workers however they did not respond. He has pointed out that out of 46 workmen who were affected by the closure notice seven were appointed afresh in the service of other Divisions of the company, four workmen have settled the dispute and have collected their dues. Consequently dispute now remains in respect of 35 workmen only. The services of the workmen concerned were terminated on account of closure and they were offered notice pay, retrenchment, compensation and other dues which they did not collect. At this juncture the Learned Counsel Mr. Bhat for the union submits that several aspects of the manufacturing process such as purchase of raw material marketing etc is being looked after by Administrative Officer of the company and that there are manufacturing units at Sewree, Chennai and Calcutta. Further more there is a unit at Sylvasia and in those units the workmen could have been absorbed. It is not the point of absorption of workmen. When the evidence points closure was legal and justified employer cannot be compelled to carry on the business if he chooses to close it in truth and reality for reasons of his own. In view of this the workman under reference who refused to accept the compensation under the provisions of the Industrial Disputes Act are not entitled to any relief since their termination is legal and justified. Therefore going through the evidence as a whole Issues 2 to 4 are answered accordingly and hence the order:—

ORDER

The closure of Oleo Chemicals & Speciality Division is legal and justified and consequently termination of services of 35 workers is legal and justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 8 मई, 2003

JUDGMENT

का.आ.1614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री शारदा मेरीन सर्विसेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई न. 2 के पंचाट (संदर्भ संख्या 4/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-05-2003 को प्राप्त हुआ था।

[सं. 60, दि. 08-05-03]

बी.एम. डेविड, अवर सचिव

New Delhi, the 8th May, 2003

S.O. 1614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Shree Sharda Marine Services and their workman, which was received by the Central Government on 08-05-2003.

[No. 60 dt. 08-05-03]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI****PRESENT:**

S. N. Saundankar, Presiding Officer.

MISC. APPLICATION NO. CGIT-2/4 OF 2001

IN

Reference No. CGIT-2/191 of 1999.

PARTIES:

M/s. Shree Sharda Marine Services,

Shri Raminder Singh,

Proprietor

M/s. Sharda Marine Services,

C/o. Western India Shipyard Limited

Marmugao Harbour, Marmugao, GOA : Applicant.

V/s.

The President,

Goa Trade & Commercial Worker's Union,

2nd Floor, Velhos Bidg., Panaji, Goa : Opponent.

APPEARANCES:For the Applicant : Mr. Sanjay Srivastava
Applicant.For the Opponent : Mr. Suhaas Naik
Advocate

Camp : Goa Dated 7th January 2003

This is an application for setting aside Ex-parte Award dtd. 28th May 2001 in Reference No. CG IT-2/191 of 1999 under rule 1(B)(9) of the Industrial Disputes (Central Rules) 1957. It is the contention of the management company that they had not received notice of the reference and if at all it would have been received the same, same was not shown to the proprietor and that they came to know the Award dtd. 28-5-01 on 13-11-01. It is contended that the dispute raised by Shri Mohan Singh and Mr. Hanif Khan was not industrial dispute and that they had already received money towards full and final settlement from M/s. Sharda Marine Services, therefore the reference was totally misconceived and without merits. It is averred that behind the back the workman/union got decided the reference Ex-parte and if the same is not set aside injustice would cause to the management company. It is therefore contended the Ex-parte Award be set aside to decide it on merits.

2. Union/workmen opposed the application by filing their say (Exhibit-9) contending that inspite of receipt of notice of reference the management company avoided to appear. It is averred that Tribunal had issued notices to the company on the address at Thana and also at Goa and that the matter was fixed in Mumbai as well as in Goa, however inspite of service, none appeared and consequently Ex-parte order came to be passed. It is contended there being no sufficient reason to remain absent, application cannot be allowed. Consequently they prayed for dismissal of the application.

3. On perusing the record and hearing the counsels two short point arises for my determination in this application:

Whether it is proper to set aside the Exparte Award dtd. 28-5-01 passed in Reference No. CGIT-2/191 of 1999? My finding is in the affirmative for the reasons recorded below.

REASONS

4. On perusing the record of Reference No. CGIT-2/191 of 1999 it is seen notices were issued on the address of Company at Thana and eventually at Goa and that the notices issued on the address of Goa was received vide acknowledgment (Exhibit-14). According to the applicant, employer company had not received notices at all and if at all received, was not brought to the notice of employer and therefore company could not appear before the Tribunal and that on 13-11-01 only they came to know the Award dtd. 28-5-01. The Learned Counsel Shri Nayik for the Opponent-Union submits that Industrial Disputes Act being a creature of social statute of which object is to give justice without showing any sufficient reason for remaining absent the order already passed cannot be set aside relying on Damodardas Bhagavandas (Private), Ltd. V/s. Poona Labour Union and Anr. II LLJ (HC) pg. 496. Since the employer come with the contention that concerned

workman had received payment as full and final settlement already and that the dispute raised by the union on behalf of the workers under reference does not fall within the definition of 'Industrial Dispute' under section 2(j) of the Act and that these two points on merits to be determined, to my view, since all these efforts are for attainment of justice and not eclipse of justice, it is proper to set aside the Ex-parte Award saddling the applicant employer with costs. Points is answered accordingly and hence the order :—

ORDER

Application is allowed. Ex-parte Award dtd. 28th May 2001 in Reference No. CGIT-2/191 of 1999 is set aside and the reference to proceed further as per law, subject to payment of costs Rs.2000/- by the applicant employer to the Opponent-Union within one month from today.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 8 मई, 2003

का.आ. 1615.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेअरहाउसिंग कार्पो. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई न. 2 के पंचाट (संदर्भ संख्या 4/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-03-2003 को प्राप्त हुआ था।

[सं. एल. 42011/1/99-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th May, 2003

S.O. 1615.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corpn. and their workman, which was received by the Central Government on 05-03-2003.

[No. 42011/1/99-IR (Mis.)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT:

S. N. SAUNDANKAR, PRESIDING OFFICER.

MISC. APPLICATION NO. CGIT-2/4 OF 2002

IN

REFERENCE NO. CGIT-2/148 OF 1999.

PARTIES:

Central Warehousing Corporation
Employees Union,
C/o. Central Warehousing Corporation,
Mahalaxmi Char Rasta,
Paldi,
Ahmedabad -380 007

: Applicant.

V/s.

The Regional Manager,
Central Warehousing Corporation,
Regional Office, Mahalaxmi Char
Rasta, Opp. Unnati Uidhyalaya, Paldi,
Ahmedabad (Gujarat) -380 007 : Opponent.

APPEARANCES:

For the Applicants : No Appearance.

For the Opponents : Mr. B.M. Masurkar
Advocate.

Mumbai, dated 3rd February, 2003

JUDGMENT

This is an application for restoration of Reference No. CGIT 2/1/48 of 1999 disposed of on 19-12-01 contending that the office bearers of the union are employed at Ahmedabad and other units in the Gujarat state and that, they were not given necessary special leave to attend the Tribunal at Mumbai. It is further contended that the union being very small, could not afford the expenses in conducting the reference at Mumbai, therefore the union had requested the Ministry of Labour Government of India, to transfer the reference to the CGIT Ahmedabad and therefore the office bearers were pursuing the matter at Delhi. Consequently none for the union appeared before the CGIT at Mumbai. It is contended since the reference was disposed of for the absence of the union irreparable loss caused to the union therefore for substantial justice preference is necessary to be restored to file.

2. Management Central Warehousing Corporation, Ahmedabad opposed the application by filing say (Exhibit-8) contending that despite giving sufficient opportunity none for the union appeared therefore there was no alternate for the Tribunal to dispose of the reference for non-prosecution. It is contended it was not within the jurisdiction of the tribunal to transfer the reference to Ahmedabad and that union did not take efforts to move to that effect to Ministry of Labour, Delhi under the provisions of the Industrial Disputes Act. Therefore it is contended application being devoid of substance be dismissed with costs.

3. None appeared on behalf of the union. Heard the Learned Counsel for the Opponent Mr. Masurkar. On hearing the counsel and perusing the record following points arise for my determination in this application.

Points	Findings
1. Whether it is proper to restore Ref. No. CGIT-2/148 of 1999 to file?	Yes
2. If yes, what order?	As per order below.

REASONS

4. At the outset the Learned Counsel Mr. Masurkar for the management submits that in the reference dtd. 12-7-99 though union served on 29-7-1999, none appeared on its behalf before this Tribunal and that by correspondence only the union pointed out, since union registered in Gujarat and CGIT situates in Ahmedabad they have to get the reference transferred to CGIT Ahmedabad without placing record on moving the Ministry to that effect. He submits inviting attention of the court to the document filed with list (Exhibit-9) office bearers of the union have been given concession of Special Casual Leave to deal with the union affairs and despite that none appeared before the tribunal. Therefore the reason pointed out for restoration is meritless and therefore restoration application be rejected.

5. On perusal of the documents it is seen the union had moved the Hon'ble High Court of Gujarat at Ahmedabad by Special Civil Application No. 5012/2000 and His Lordship of Gujarat High Court by order dtd. 5-6-2002 had directed the petitioner union therein to pursue their restoration application and that tribunal considering the same, disposed of the same. Since the union come with the grievance on engaging security personnel on contract basis and that it is fighting for the interest of mass workers and all these efforts are for attainment of justice and not eclipse of justice and that the object of the Act is to ensure social justice to both the employers and employees and advance the progress of industry, I find proper to restore the Reference No. CGIT-2/148/99 to file, to decide the same on merits. Consequently points are answered accordingly and hence the order :—

ORDER

Application is allowed.

Reference No. CGIT-2/148 of 1999 is restored to file and matter to proceed further as per law. Union to file their Statement of Claim on 27-3-2003.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 8 मई, 2003

का.आ. 1616.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय, कानपुर के पंचाट (संदर्भ संख्या 198/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-05-2003 को प्राप्त हुआ था।

[सं. एल. 12013/93/98-आई. आर. (बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 8th May 2003

S.O. 1616.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 198/98 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur (U. P.) as shown in the Annexure, in the industrial dispute between the management of United Bank of India and their workmen, received by the Central Government on 08-05-2003

[No. L-12013/93/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT SARVODAYA
NAGAR, KANPUR. U.P.**

Industrial Dispute No. 198 of 1998

In the matter of dispute between—

U.P. Bank Employees Union,
The Secretary U.P. Bank Employees Union, C/o Union
Bank of India Railway Road Saharanpur in relation to its
workman, Sri Anil Agrawal.

And

Dy. General Manager United Bank of India North India
Region 206/208 Ansal Bhawan New Delhi.

Award

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12013/93/98/IR (B-II) dt. 22-12-98, has referred the following dispute for adjudication—

“Whether the action of the management of United Bank of India in not transferring to Sri Anil Agrawal, Clerical Staff from Saharanpur to Ambala as per existing policy of optional transfer is just, fair and legal. If not what relief, he is entitled and from what date?”

2. On 2-5-2003 when the case was taken up for hearing the representative appearing for the workman moved an application with the request to pass an award in the case as the controversy involved in the present dispute has been resolved by the management as the concerned workman has been transferred to Ambala from Saharanpur.

3. In view of facts mentioned in the application dt. 2-5-2003 moved by the representative of the workman it is held that there remains no dispute between the parties as the dispute stands resolved by the management. Accordingly the concerned workman is not entitled for any relief in the present industrial dispute.

4. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 12 मई, 2003

का.आ. 1617.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रत्नाकर बैंक लि., कोल्हापुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-64/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2003 को प्राप्त हुआ था।

[सं० एल. 12012/43/97-आई. आर. (बी. I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 12th May, 2003

S. O. 1617 —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-64/1997) of the Central Government Industrial Tribunal, No. I Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ratnakar Bank Ltd., Kolhapur and their workman, which was received by the Central Government on 12-05-2003.

[No. L-12012/43/97-IR (B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I MUMBAI

PRESENT:

Justice Shri S. C. Pandey
Presiding Officer

REFERENCE NO. CGIT-64/1997.

PARTIES:

Employers in relation to the management of
Ratnakar Bank Ltd., Kolhapur

AND

The Workmen

APPEARANCES:

For the Management	:	Mr. R. N. Shah, Adv.
For the Workman	:	Absent.
State	:	Maharashtra

Mumbai, dated the 24th day of April, 2003

AWARD

1. This is a reference under clause 1 (d) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) read with Sub-section 2A thereof. The terms of the reference are as follows:

"Whether the action of the management of the Ratnakar Bank Ltd., Kolhapur in terminating the services of Shri Sudhakar Baburao Sutar, sub staff with effect from 6-11-1993 is legal? If not, to what relief the workman is entitled to?"

2. Shortly stated the claim of Shri Sudhakar Baburao Sutar (the workman for short) was to the effect that he was working as a 'Peon' with the Ratnakar Bank Ltd. (the Bank for short) from 28-3-1985 till 06-11-1993. He was continuously in work with notional break. He claimed that his services were terminated from 06-11-1993 even without prior notice. It has been urged that in terminating the services of the workman even the principle of last come first go was not followed. The workman was retrenched from service and certain new persons were employed by the Bank as new peons. The workman had moved for conciliation. However, on failure, the report of conciliation the matter was referred to the Central Government.

3. The Bank stated that the workman was not a permanent employee of the Bank. It was said that workman used to be employed as a daily wager during the leave vacancy. An offer for continuing him as a daily wager was made by the Bank to the workman. He rejected it. The Bank denied that the workman was working as a peon from 28-3-1985 to 06-11-1993 continuously. The workman was not given any job because there was no vacancy after 6-11-1993. It was said that the order of non-renewal would not amount to retrenchment within Section 2(o) of the Act as non-removal of contract of service for a specific period has been expressly taken out of definition of section by the exclusion clause (bb) to Section 2(o)(bb) of the Act. All other allegations of the statement of claim were denied.

4. It appears that workman died some time in July 2001 before he could be cross-examined. His legal representatives are on record. They are his mother (i) Smt. Paravati widow of Baburao Sutar (ii) Wife, Smt. Madhuri Sudhakar Sutar (iii) Son, Sumit Sudhakar Sutar. They were noticed but they did not appear. They have to be substituted as parties to these proceedings even though they did not appear to contest the case. The proceedings could not lapse in view of Sub-section 8 of Section 10 of the Act. It is, therefore, directed that the aforesaid three persons shall be deemed to be parties to this dispute and the cause title shall stand amended giving full address of the aforesaid three persons as given in the affidavit of Shri. B. B. Desai dated 19-10-2002.

5. The workman had filed his affidavit on 09-9-1999. He could not be cross-examined because he expired before he could submit himself to cross-examination. The value of the statement of such a person on oath like that of the workman will depend upon facts and circumstances of a case. This tribunal can consider at least that part of the affidavit which is not disputed actually or impliedly by Bank. The undisputed could be acted upon. There is no denial of the assertion of the workman on oath that he worked with the Bank as a Peon between 28-3-1985 to 06-11-1993. Indeed the affidavit of Shri. B. B. Desai there is indirect admission that Bank had filed documents showing that the workman had applied for job with the Bank. The Bank has indirectly partially proved the case of the workman by filing the applications submitted by the workman for collection of wages of work. These documents are filed for a period between 1988 to 1993. They are filed altogether for

a different purpose but they give credence to story of the workman that he was working with Bank from 1985. (The Bank may not filed the documents from 1985). In any case it can not now be disputed that workman worked as peon between 1988 to 1993.

6. The question is if the workman was retrenched. In the opinion of this tribunal, we must first try to find out if he worked for 240 days in the calendar year just preceding the year in which he was orally asked to quit from 06-11-1993. The applications show that at least he worked from 12-11-1992 to 06-11-1993. The documents filed by the Bank themselves shows that the workman was paid for working more than 240 days in the Calendar year prior to his dismissal. It has been argued that the workman was a daily wagger and he cannot be said to be in continuous service for a period of one year because he had not worked continuously during the entire 240 days. It has been argued that the documents filed by the Bank show that the workman was working through out in leave vacancy from 1988 to 1993. The workman accepted the wages on that basis and applied each time for payment. His conduct showed that he was not working continuously. The case of the workman was that though he was paid as a "daily wagger" he was in service with the Bank from 1985. He was being given artificial breaks. As already observed that the workman's case was partially proved by the Bank showing that at least from 1988 to 1993 the workman was working with the Bank. Looking to number of days the workman was required to work each year with the Bank it can be presumed that workman was not working in 'leave vacancy' as a 'Badli workman' for the reason the Bank has not produced any evidence to show that the workman was registered as a 'Badli workman' all these years. It has not produced any supporting evidence to show that the workman required to work in leave vacancy of the persons mentioned in the documents relied upon it. The workman is no more and these documents were not put to him and consequently we do not have his explanation. They can not be treated as admissions made against the workman. However, since the Bank had filed these documents and relied upon them, it was its duty to explain these documents for supporting its own case.

7. It was the case of the workman that he worked regularly and artificial vacancies were created. Prima facie continuous work from 1988 to 1993 itself would lend credence to the case of the workman that there was a case of employment of at least a temporary person. It is not for a few days the workman was employed in year. Each year, he was employed number of days. It shows that each year the Bank needed the services of the workman for the days for he was paid. The documents admittedly do not reflect the complete picture as is clear from the note appended to the documents filed by the Bank after its index. The affidavit filed by Shri. B.B. Desai is silent on point of necessity to employ the workman in leave vacancy for such a long time. It has been presumed that documents under the signature of the workman are conclusive against him. A careful examination of the documents from 25-4-1992 onwards shows that the workman had mentioned the name of Manohar Patil against whose leave he was working. The

affidavit filed on behalf of Bank does not disclose that Manohar Patil was an employee as in the Personnel Deptt. of the Bank where the workman was working. He was performing work in leave vacancy of the aforesaid person. Therefore, it cannot be said that workman was working in the leave vacancy. The applications are in printed form. It cannot be said that workman had written them in his own hand. If the workman was compelled to get his wages by writing applications in the printing forms supplied by the Bank there he had no option. In bargaining power, an individual labourer is weaker party. In order to make both ends meet, he may have been compelled to write on the applications supplied by the Bank. It is note worthy that these printed forms filed by the Bank itself tell a story that Bank had taken special care to get the form printed in order to show that a person was working as daily wagger. It appears that workman was compelled to work as a daily wagger though apparently there was need for regular workman to the Bank. He had worked for more than 240 days as already held. Consequently, asking him to quit from 07-11-1993 amounted to retrenchment. This tribunal cannot take it as an abstract proposition of law that a 'daily wagger' is not covered by Section 2(oo) of the Act. The term daily wagger may imply that a person is paid everyday. It may imply that his wages are calculated at rate of particular sum each day. None of the aforesaid two contingencies rule out the application of Section 25-F of the Act. It may also imply that workman employed for a day and his contract ended with the end of the day and then it was renewed thereafter each day. In such a case there should be specified pleadings regarding the terms of contract and they should be proved. The mode of payment to the daily wagger is neither here nor there. It is well established that workman should be in continuous service for 240 days in the calendar year prior to termination of his service. He worked for more than 240 days in the calendar year prior to termination of his service. The second question, however, is if employment was continuous. The answer is that the "cessation of his work" was not due to any fault on the workman. The Bank did not employ deliberately for every day during the calendar year prior to termination of his service with a view to avoid his claims for permanent service. This inference is drawn from the fact of requirement of the Bank of services of the workman from 1988 to 1993. The applications that workman was required to make are of suspicious character especially these mentioning that he was working for Manohar Patil who had gone on leave. The Bank could have proved that actually that statement was correct and was not taken from the workman under compulsion to get a job. That was not done. The inference drawn is that these documents were written under economic compulsion and did not reflect the true factual state of things. The breaks given to service were artificial breaks and they amounted in unfair practice. For these reasons, this tribunal comes to the conclusion that the Bank indulged in unfair practice and the workman was retrenched in violation of Section 25-F of the Act.

8. Consequently, this reference is answered by saying that the services of the workman were illegally terminated by the Ratnakar Bank Ltd. Kolhapur with effect from 06-11-1993. As a result of aforesaid finding, he shall

be deemed to be in service from that date till his death at least upto 1st July 2001. He was entitled to back wages at the rate of Rs. 20/- per day till 1st July, 2001. He cannot be reinstated on account of his death. The Ratnakar Bank Ltd. shall pay the back wages at the rate of Rs.20/- between 06-11-1993 to 1st July 2001 to the legal representatives of the workman who are on record. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 12 मई, 2003

का.आ. 1618.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट (संदर्भ संख्या आईडी-12/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2003 को प्राप्त हुआ था।

[सं० एल. 12012/248/90-आई. आर. (बी. I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 12th May, 2003

S.O. 1618.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 12/91) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 12-05-2003.

[No. L-12012/248/90-IR (B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Shri S. M. Goel

Case No. ID 12/91

General Secretary,
State Bank of Patiala
Staff Union (Pb)
3135 Sector-22-D,
Chandigarh

....Applicant

Versus

General Manager,
State Bank of Patiala,
The Mall Patiala

....Respondent

APPEARANCES:

For the Workman : Shri D. R. Sharma
For the Management : Shri N. K. Zakhmi

AWARD

(Passed on 21-04-2002)

Central Govt. Vide No. L-12012/248/90-IR (B. 3) dated 29th of January 1991 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of Patiala in relation to their Karnal Branch in dismissing Shri Rajnish Prashar, Peon w.e.f. 7-7-89 is justified? If not, to what relief the concerned workman is entitled to and from what date?”

In the claim statement it is pleaded that the workman was employed at Karnal branch of the bank as peon and he was charge sheeted on 7-11-1988 in connection with payments of three withdrawal forms totalling to Rs. 6400/- from account No. 5171. Shri V. K. Gupta was appointed enquiry officer. The said enquiry officer and the presenting officer alongwith the branch manager counselled the workman to make admission otherwise bank may lodge F.I.R. and the police will torture him and due to undue pressure coercion inducement and allurements the workman admitted the guilt in the enquiry proceedings and the representative of the bank pressurised him to deposit the money. The enquiry officer proved the charges in haste and no proper opportunity was given to the workman to defend himself. No evidence was led by the management during the enquiry proceedings to prove the charges. The claimant was also not paid the subsistence allowance also. The findings of the enquiry officer are also perverse, and thus bad in law. The workman has prayed that he be reinstated in service with full back wages declaring the enquiry as vitiated.

3. In the written statement the management has pleaded that the workman was served with the charge sheet, for misconduct and the misconducts were of serious nature. The workman has not bothered to reply the charge sheet. Shri V. K. Gupta was appointed as enquiry officer and the workman made unconditional confessional statement, admitted the charges and after perusing the enquiry officer's findings and record the disciplinary authority decided to dismiss the workman as he lost confidence with the bank. Thus, the management prayed for the dismissal of the reference as there is no merit in the reference.

4. Replication was also filed reiterating the claim made in the claim statement.

5. In evidence applicant filed his own affidavit Ex. W1 and also relied on documents Ex. W2 to W4. In rebuttal the management filed affidavit of V. K. Gupta as Ex. M1 alongwith documents Ex. M2 to M6. The witnesses of the parties have also been cross-examined by the respective parties.

6. I have heard the learned counsel for the parties and have gone through the documents and evidence on record.

7. The learned counsel for the workman has vehemently argued that the workman was made to admit the charges as contained in the charge sheet and the enquiry officer and presenting officer pressurised him to make the confession. He has further argued that the bank has not produced any witnesses during the enquiry to prove the charges against the workman. The enquiry officer gave his finding only on the basis of confession of the workman. The learned counsel for the workman has also referred me to the enquiry proceedings held on 22-8-1989 in which the workman has admitted his guilt. It is also mentioned in the enquiry proceedings that the enquiry was adjourned to 14-6-1989 at Chandigarh at 10 A.M. vide Ex.W3 the enquiry officer informed through telegramme to the workman that enquiry fixed for 14-6-1989 has been postponed to 17-6-1989 at the same venue and time. It is further argued by the learned counsel for the workman that thereafter no enquiry was held and instead the workman was issued show cause notice Ex.M5 dated 25-5-1989 on the basis of the enquiry officers' findings dated 8-5-1989 and on 7-7-1989 vide letter Ex.M6 the punishment of dismissal from service was imposed upon the workman. Without taking into consideration that the enquiry officer had not yet concluded the enquiry proceedings as is evident from telegramme Ex.M4 in which the enquiry officer had sent to the workman the copy of the enquiry proceedings held on 22-5-1989. It is argued by the learned counsel for the workman that the services of the workman were dismissed on the basis of the show cause notice dated 25-5-1989 whereas the enquiry was not concluded up to 17-6-1989. The witness of the management Shri V.K. Gupta who appeared as MW1 was the enquiry officer. He in the cross-examination admitted the telegramme postponing the hearing from 16-6-1989 to 17-6-1989 as correct and after that no enquiry was conducted by the enquiry officer. The disciplinary authority on the basis of the show cause notice dismissed the services of the workman. Thus no opportunity of defence was given to the workman. Even otherwise also the enquiry was not concluded and it is admitted by the enquiry officer in the cross-examination that no evidence was recorded on behalf of the management as it was not necessary in view of the admission of the workman. On the other hand the learned counsel for the management has argued that since the workman in the first sitting admitted his guilt therefore, there was no necessity for the enquiry officer to continue with the enquiry proceedings and the dismissal of the workman was justified.

8. I have gone through the rival contentions of the parties. It is admitted case of the parties that the enquiry was yet to be concluded and it was postponed for 17-6-1989. Thereafter no enquiry was held by the enquiry officer. It is also admitted case of the management that no evidence was led on behalf of the management to prove the charges. No evidence was recorded and no document was placed on the file and the enquiry officer gave his findings. Therefore, it is evident on record that principles of natural justice have been violated by the enquiry officer while conducting the enquiry and the workman has been gravely prejudiced. It is also submitted by the learned

counsel for the workman that personal hearing was not given before imposing the punishment. The management has failed to show by any record that the workman was given personal hearing before imposing the penalty of dismissal from service, and this also rendered the enquiry as vitiated.

9. It is further argued by the learned counsel for the workman that during the suspension period the workman has not been paid the subsistence allowance and thus the workman has been prejudiced greatly by this act of the management and therefore, the enquiry proceedings are liable to be vitiated in view of the above position, as the workman could not defend himself because he was not paid the subsistence allowance. The learned counsel for the workman has relied on the following case laws :—

1. 2003(1) L.L.J. page 495 State of Punjab and others Vs. K.K. Sharma.
2. AIR 1999 Supreme Court 1416 Capt. M. Paul Vs. Bharat Gold Mines Ltd. and another.
3. Jagdamba Parshad Shukla Vs. State of UP AIR.2000 SC-2806.

10. In reply the learned counsel for the bank has not submitted any case law and it is simply denied in the written statement this averment of the workman. The management has not produced any document or any evidence to prove that the subsistence allowance was paid to the workman during his suspension period. In my considered opinion the subsistence allowance is paid for the survival of the defaulting employees. By not paying the subsistence allowance, the bank has thus deprived the workman not only his survival but also the fact that he could not defend himself in the absence of payment of the subsistence allowance. The Hon'ble Supreme Court had held in AIR 1999 page 1416 mentioned above that the non-payment of subsistence allowance during the suspension period is violative of Fundamental Right to life which also caused the employee who is unable to undertake journey to attend departmental proceedings and thus the Hon'ble Supreme Court decided to vitiate the departmental proceedings. Therefore, I am also of the opinion that the valuable right of the workman to defend himself during the enquiry was impaired because of the fact that the workman was not paid the subsistence allowance.

11. It is also pertinent to mention here that the bank has also not demanded to prove the charges in this court either in the written statement or even during the course of arguments.

12. In view of my aforesaid discussion, the enquiry held against the workman is vitiated as it infringes the basic principle of natural justice. Resultantly the order of dismissal of the workman from service is set aside. The workman is ordered to be reinstated in service with all consequential benefits. However the workman will only be entitled for 50% of the backwages as he admitted in cross-examination that he was working on daily wages during the intervening period. The reference is answered accordingly. Appropriate authority be informed. Chandigarh.

S. M. GOEL, Presiding Officer

नई दिल्ली, 12 मई, 2003

का. आ. 1619.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोलंगीर आंचलिक ग्राम्या बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या ट्रां. आई डी केस-368/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2003 को प्राप्त हुआ था।

[सं. एल-12012/220/2000-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 12th May, 2003

S. O. 1619.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Tr. ID. Case No. 368/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bolangir Anchalika Gramya Bank and their workman, which was received by the Central Government on 12-5-2003.

[No. L-12012/220/2000-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

PRESENT:

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 368/2001

Date of Conclusion of hearing—25th April, 2003

Date of Passing Award—30th April, 2003

BETWEEN:

The Management of the Chairman,
Bolangir Anchalika Gramya Bank,
Bolangir – 767001. ... 1st Party Management

And

Their Workmen represented through the
General Secretary, Bolangir Anchalika
Gramya Bank Employees Association,
Bolangir – 767002. ... 2nd Party-Union.

APPEARANCES:

Shri Kumud Chandra Dash, Manager, ... For the
Personnel, BAGB. 1st Party-
Management.

Shri Ashutosh Mishra,
General Secretary of the ... For the 2nd Party
Union. Workmen.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/220/2000/IR (B-I), dated 27-9-2000 :—

“Whether the action of the Management of Bolangir Anchalika Gramya Bank, Bolangir by not regularizing the services of Shri Kshetribara Naik, Driver-cum-Messenger and Shri Pradeep Kumbhar, Sweeper-cum-Messenger is justified? If not, what relief the workmen are entitled to?”

2. There are two disputants who are represented through their association. One of the disputant is Shri K.B. Naik who has claimed that he is working as Driver-cum-Messenger and the other disputant namely Shri P. Kumbhar has pleaded that he is working as Sweeper-cum-Messenger under the 1st Party-Management and they are continuing till date. But the 1st Party-Management as per the instruction of NABARD has not taken any step to regularize their service though they have completed 240 days of continuous service. So, they raised a dispute conciliation failed. Thereafter the present reference has been made. Prayer has been made to direct the 1st Party-Management to issue regularization order into permanent cadre of Shri K.B. Naik, Driver-cum-Messenger and Shri P. Kumbhar, Sweeper-cum-Messenger with all back wages along with other financial benefits.

3. The 1st Party-Management has filed their Written Statement. They have pleaded that both the disputants were engaged as casual labourers. As regards Shri K.B. Naik, he was engaged temporarily to drive the bank vehicle with effect from 4th June, 1992 on daily wage basis at the rate of 1/30th of salary and allowances paid to the subordinate staff of the bank. Similarly in the case of Shri Pradeep Kumbhar he was engaged as a casual labourer for sweeping/cleaning the banks premises on working days only and his service was being utilized for less than two hours and he was being paid Rs. 30/- per day for the same. According to the 1st Party-Management, as per the award a decision was taken that all those employees in sub-staff cadre who have worked till 22-2-1991 should have to be regularized who have completed 240 days of continuous service but in the case of the disputants they were engaged after the cut off date. So, the instruction of the NABARD will not be applicable to the disputants. As regards regularization, it is pleaded that, as there is no vacant posts, the question on the regularization of the disputants does not arise.

4. On the above pleading of the parties, the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable?
2. Whether the action of the 1st Party-Management of Bolangir Anchalika Gramya Bank, Bolangir, by not regularizing the services of Shri K.B. Naik, Driver-cum-Messenger and

Shri Pradeep Kumbhar, Sweeper-cum-Messenger is justified?

3. If not, what relief the workmen are entitled to?

5. Both the parties have declined to adduce any oral evidence. The 2nd Party have exhibited some documents in support their case. The 1st Party-Management has not exhibited any documents.

FINDINGS

ISSUE NO. I

6. Admittedly both the disputants are working under the 1st Party-Management and they have claimed for their regularization. As the 1st Party-Management did not take any step, so they raised a dispute and the Government of India after due consideration made a reference to the Tribunal for adjudication. No materials have been placed on behalf of the 1st Party-Management to support their stand that the reference is not maintainable. In other words, the reference is maintainable.

ISSUE NO. II

7. Admitting the engagement of both the disputants, in the course of the argument it has been submitted on behalf of the 1st Party-Management that the services of the disputants could not be regularized due to non-availability of any vacant post. The instructions of the NABARD will not be applicable to the disputants because both the disputants have been engaged after the cut off date. This position has not been disputed by the 2nd Party. On the other hand, the engagement of both the disputants under the 1st Party-Management also has not been disputed nor has been challenged rather the 1st Party-Management has fairly conceded that both the disputants are now still continuing under the 1st Party-Management. It would appear that both the disputants have already completed for 240 days or more than that, so they are entitled for regularization. But no materials have been placed before the Tribunal by the 2nd Party that a post of Driver-cum-Messenger or a post of Sweeper-cum-Messenger has been lying vacant, but the 1st Party-Management has not taken any step for regularizing the services of the disputants. In course of the argument, it has been submitted on behalf of the 2nd Party that there are four posts of driver. So he [matter illegible] to the posts of driver. It has been further submitted that when there is an office the post of sweeper should have been created. After hearing of both the parties, I am of the opinion that this Tribunal lacks jurisdiction to issue a direction to the 1st Party-Management to create posts. When no posts of driver or sweeper are lying vacant the question of regularization of services of both the disputants does not arise. Hence, this issue is answered accordingly.

ISSUE NO. III

8. During course of argument it has been fairly conceded by the 1st Party-Management that if a post of

driver and sweeper would be created in future or any post would be lying vacant the case of both the disputants would certainly be considered for their regularization. So, this tribunal can only direct that in case any vacancy in the post of driver and sweeper arose or any posts of driver and sweeper are created then the case of both the disputants for their regularization should be considered on priority basis.

9. Reference is answered accordingly.

S.K. DHAL, Presiding Officer

BEFORE THE C.G.I.T.-CUM-LABOUR COURT: BHUBANESHWAR

Tr. I.D. Case No. 368/2001

List of the Witnesses Examined on behalf of the 2nd Party-Workmen.

No Witness has been examined on behalf of the 2nd Party.

List of the Witnesses Examined on behalf of the 1st Party-Management

No Witness has been examined on behalf of the 1st Party-Management

List of Documents exhibited on behalf of the 2nd Party-Workman

Ext-1. Copy of the letter No. 4559, dated 20-3-1993.

Ext-2. Copy of the Award.

Ext-3. Copy of the Memorandum of Settlement, dated 13-12-1995.

Ext-4. Copy of the letter dated 20-10-2000 to the Ministry of Labour, Government of India by General Secretary, Bolangir Anchalika Gramya Bank Employees Association.

List of Documents exhibited on behalf of the 1st Party-Management.

No documents have been exhibited on behalf of the 1st Party-Management.

नई दिल्ली, 12 मई, 2003

का. आ. 1620.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोलंगीर आंचलिक ग्राम्या बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या ट्रां. आई डी केस-226/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2003 को प्राप्त हुआ था।

[सं. एल-12012/170/98-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 12th May, 2003

S. O. 1620.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Tr. ID. Case No. 226/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bolangir Anchalika Gramya Bank and their workman, which was received by the Central Government on 12-05-2003.

[No. L-12012/170/98-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S.K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 226/2001

Date of conclusion of hearing—3rd April, 2003

Date of Passing Award—24th April, 2003

BETWEEN:

The Management of the Chairman,
Bolangir Anchalika Gramya Bank,
At/Po/Dist. Bolangir. ... 1st Party-Management

And

Their Workmen Shri Nabakishore
Sahu, Vill. Sirabahal, P.O. Mahimunda,
Gramya Bank Employees Association,
Via, Rajendra College,
Bolangir-767 002. ... 2nd Party-Workman.

APPEARANCES:

M/s. Manas Mohapatra,
Advocate ... For the 1st Party-
Management.

M/s. Harapriya Samantaray,
Advocate ... For the 2nd Party
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/170/98/IR (B-I), dated 6-1-1999:

“Whether the disputant/workman, Shri Nabakishore Sahu has completed 240 days of continuous service

during the preceding period of 9 months before the alleged refusal of his employment? If yes, whether the disputant has been terminated from service, which amounts to retrenchment? If yes, whether the termination of the disputant is legal and justified? If not, what relief the disputant is entitled to?”

2. The case of the 2nd Party (disputant) may be stated in brief:—

He worked as Sweeper-cum-Water boy in the Mahimunda Branch of Bolangir Anchalik Gramya Bank since 1-1-1987 to 30-1-1990. His service was terminated by the 1st Party-Management on 30-1-1990 without any cogent reason. He had worked for more than 240 days during one year period commencing backward from 30-1-1990. According to the disputant his termination amounts to retrenchment under section 20 of the Industrial Disputes Act. He raised a dispute and after failure of conciliation the present reference has been made. The disputant has prayed for reinstatement in service with retrospective effect with full back wages and for payment of arrears of wages along with payment of interest at the bank rate i.e. 9%.

3. The 1st Party-Management has filed their Written Statement. In the Written Statement, while admitting the engagement of the disputant from 1-1-1987 has pleaded that, he (the disputant) had never worked continuously for 240 days. So, his disengagement would not amount to retrenchment. It has been further pleaded that, the disputant was engaged as a casual labourer on payment of daily wages at Bank's Mahimunda Branch and his service was being utilized for a few hours in a day for doing sweeping and supplying water. So, he was not required to sign the attendance register nor he was asked to submit any leave application on the days with he remained absent. The 1st Party-management has no control in the manner in which he performed the work. So, there was no employer and employee relationship between the 1st Party-Management and the 2nd Party (disputant). It has been further pleaded that, the disputant was granted an IRDP Loan on 14th August 1987 during the material time for a tailoring unit in terms of extant rules/provisions of the bank, no temporary/permanent member or staff of the bank could avail a loan under the Government sponsored Scheme like IRDP other than staff loan and this implies that he was never in the temporary/permanent service in the bank in any capacity during the material time. According to the 1st Party-Management the loan was still outstanding against him as on 29-7-1999 the date on which the written statement has been filed. As per the settlement who have completed 240 days of continuous service as on 22-2-1991 there service have to be regularized and accordingly 86 temporary sub-staff of the bank who had fulfilled the terms were regularized. The disputant neither has fulfilled the requirement nor came under the purview of the norms stipulated by NABARD for regularization. It has been further submitted that, the disputant had worked only for 192 days in preceding 9 months from the date of alleged disengagement. So, his disengagement does not amount to retrenchment and so he is not entitled for any relief.

4. On the above pleading of the parties the following Issues have been settled.

ISSUES

1. Whether the disputant/workman Shri Nabakishore Sahu has completed 240 days of continuous service during the preceding period of 9 months before the alleged refusal of his employment ?
2. If yes, whether the disputant has been terminated from service, which amounts to retrenchment ?
3. If yes, whether the termination of the disputant is legal and justified ?
4. If not, what relief the disputant is entitled to ?

5. On behalf of the 2nd Party one witness has been examined i.e. the disputant himself and he has exhibited four documents in support of his case. On the other hand, no oral evidence has been adduced on behalf of the 1st Party-Management but some documents have been exhibited in support of their case.

FINDINGS

ISSUE NO. I

6. The disputant is required to prove that, he had completed 240 days of continuous service during preceding nine months before the alleged refusal of his employment. In his evidence he has deposed that he was disengaged from 30-1-1990. So, the 2nd Party (disputant) is required to prove that he has worked for 240 days in between May 1989 to 30-1-1990. In the cross examination he has admitted that, he can not say the number of days he had worked in the year 1987. He has also admitted that he had not worked in the year 1988. The disputant has claimed to have worked for 240 days in the year 1989-90 but he has admitted that has not produced any documents in support of his case that he had worked for 240 days, but he has marked his attendance in a calendar. While filing Claim Statement, the disputant has annexed the statement containing the number of days worked but surprisingly he did not mark those documents as exhibits. On the other hand, the 1st Party-Management has relied on Ext.-A which is a statement showing the number of days worked by the disputant. This Ext.-A reveals that, he had worked for 112 days in the year 1987, he did not work in the year 1988 and he worked from 28-5-89 to 30-1-90, which comes to 192 days. On the other hand, as per Annexure-1, which was submitted by the disputant along with his Claim Statement reveals that the disputant has worked from 18-5-1989 to 30-1-1990. There is a difference of 10 days because the disputant has claimed that he has worked from 18-5-1989 whereas the 1st Party-Management has said that he had worked from 28-5-1989. Accepting the statement of the 2nd Party to be true for argument sake, if the difference of 10 days is added the total number of days comes to 202 days, but if the Sundays

and Holidays are taken in to account then the total number of days will be more than 240 days. The case of the 1st Party-Management is that the service of the 2nd party was used on the working days only for which he was being paid and his service was not used on Sundays and other holidays. In support of this fact the 1st Party-Management has exhibited the payment receipts under which the disputant was being paid and he has received the payments. It reveals that, the disputant has received the amount for the days he had worked but not for the whole month. Those documents have not been challenged by the disputant. On the other hand, the disputant has also not filed any documents to support his stand that, he has worked for 240 days continuously prior to his disengagement. When the documents filed by the 1st Party-Management has not been challenged and the disputant has failed to produce any materials that he has worked for 240 days, I am of the opinion that, the submission made on behalf of the 1st Party-Management that the disputant has never worked for 240 days is to be accepted. In other words I am of the opinion that, the disputant has failed to prove that, he had completed 240 days of continuous service during the preceding period of nine months before the alleged refusal of his employment i.e. on 30-1-1990. Hence, this Issue is answered accordingly.

ISSUE NO. II

7. Admittedly, no order of appointment was issued to the 2nd Party. The 2nd Party has also not filed any written order that his service was terminated. He was suggested by the 1st Party-Management that, he himself left the job when he availed the loan for doing the business. He has denied the suggestion but was admitted to have availed loan from the bank for doing the business and that loan was meant for un-employed person. When the disputant has admitted that he has availed the loan, which is meant for the un-employed person so the suggestion given by the 1st Party-Management that the disputant left the job voluntarily appears to be probable. So, his disengagement will not amount to retrenchment. Hence, this Issue is answered accordingly.

ISSUE No. III

8. In view of my findings given in respect of Issue No. 1 and II when the service of the disputant has not been terminated the question whether the termination of the disputant is legal or illegal does not arise for consideration by this Tribunal.

ISSUE NO. IV

9. Coming to the relief, the disputant has tried to support his case placing reliance on Ext. 2, which is a memorandum of settlement made during the year 1995. He has placed reliance on Ext.-3, which is the proceeding of the bipartite settlement made with the 1st Party-Management, and the Employees Association held on

11th Nov., 1995. The 1st Party Management has not disputed those two documents. In the Written Statement, the 1st Party-Management has taken the stand that, as per Ext.-2 a decision was taken that the service of the persons would be regularized who have completed 240 days continuous service from the year 1st March, 1994 as per banks record. Ext.-3 is the copy of the proceeding of the bipartite settlement held on 11th Nov., 1995 and it reveals that, decision was taken to regularize the services of the Messengers in whose favour the Industrial Tribunal had passed award. I am of the opinion; those two documents do not help to the case of the disputant in any way. The 1st Party-Management has taken the stand that, they have regularized 86 temporary sub-staff of the bank who had completed 240 days continuous service but the disputant neither fulfilled the requirement nor came under the purview of the norms stipulated by NABARD for regularization. This fact has also not been challenged by the disputant. So, the question of regularization of the disputant does not arise when his disengagement has not been treated as retrenchment by this Tribunal as per the reasons given in respect of Issue No. I, II and III. The disputant is not entitled for any relief.

10. Reference is answered accordingly.

S.K. DHAL, Presiding Officer

**BEFORE THE C.G.I.T.-CUM-LABOUR COURT:
BHUBANESWAR**

Tr.I.D. Case No. 226/2001

List of the Witnesses Examined on behalf of the 2nd Party-Workmen.

W.W. No. 1. Shri Nabakishore Sahoo. (The Workman Himself)

List of the Witnesses Examined on behalf of the 1st Party-Management.

Nil

List of Documents exhibited on behalf of the 2nd Party-Workman.

- Ext.-1. Copy of the application dated 5-4-1992 of Nabakishore Sahoo.
- Ext.-2. Copy of the Memorandum of Settlement dated 13-12-1995.
- Ext.-3. Copy of the Proceedings of the Bi-partite meeting with Bolangir Anachalika Gramya Bank Employees Association, dated 11-11-1995.
- Ext.-4. Medical Certificate dated 6-10-1989 issued to Shri Nabakishore Sahoo by Dr. K.C. Hota.

List of Documents exhibited on behalf of the 1st Party-Management.

- Ext.-A. Copy of certified copy of the statement containing the period for which Shri Nabakishore Sahoo worked as casual labourer in the Branch and wages paid to him during the calendar year 1987, 1988, 1989, 1990.
- Ext.-A/I-A/61
- Series. Copies of the payment receipts showing that the disputant is being paid for the work done and he has received the same.
- Ext.-B. Copy of loan application form.
- Ext.-C. Copy of No dues certificate.
- Ext.-D. Copy of Agreement for hypothecation.
- Ext.-E. Copy of agricultural loan term loan account sheet No. 362.

नई दिल्ली, 13 मई, 2003

का. आ. 1621.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या 1/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-12025/1/2003-आई.आर. (बी-11)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th May, 2003

S. O. 1621.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/97) of the Industrial Tribunal/Labour Court, Ajmer as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 12-5-2003.

[No. L-12025/1/2003-IR(B-11)]

C. GANGADHARAN, Under Secy.

अनुबंध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर (राज०)

.....

पीठासीन अधिकारी : अतुल कुमार जैन, आरएचजेएस

.....

रेफरेंस सीआईटीआर 1/97

श्री पारसमल डांगी, भू०पू० लिपिक/खजांची, पंजाब नेशनल बैंक शाखा, सांगानेरी गेट, भीलवाड़ा जरिये एसोसिएशन ऑफ पंजाब नेशनल बैंक एम्पलाईज यूनियन राज०

...प्राथी/श्रमिक

बनाम

1-क्षेत्रीय प्रबंधक, पंजाब नेशनल बैंक, क्षेत्रीय कार्यालय, जोधपुर

2-शाखा प्रबंधक, पंजाब नेशनल बैंक, सांगानेरी गेट, भीलवाड़ा

...अप्राथी/नियोजक

उपस्थित : श्री आर०सी० जैन, श्रमिक यूनियन प्रतिनिधि श्रमिकों की ओर से।

श्री वी० के० जैन, वाद प्रभारी अधिकारी, पंजाब नेशनल बैंक की ओर से।

दिनांक : 25-4-2003

अवार्ड

इस रेफरेंस में उभयपक्ष की पैरवी अधिवक्तागण द्वारा नहीं की जाकर संबंधित यूनियन के प्रतिनिधियों द्वारा की गयी है। भारत सरकार द्वारा धारा 10 औद्योगिक विवाद अधि० के तहत भेजा गया इस कोर्ट को रेफरेंस निम्न प्रकार था :—

“क्या पंजाब नेशनल बैंक, जोधपुर द्वारा पारसमल डांगी लिपिक/खजांची की सेवायें 11-6-92 से टर्मिनेट किया जाना वैधानिक एवं न्यायोचित था ? यदि नहीं तो उक्त पारसमल डांगी किस अनुतोष का हकदार है ?”

प्राथी पारसमल डांगी ने 12-3-97 को अपना स्टेटमेंट ऑफ क्लेम पेश किया था, बैंक की ओर से जवाब दि० 12-6-97 को पेश किया गया है, प्राथी ने अपना जवाबुल जवाब भी दि० 12-8-97 को ही पेश कर दिया है।

दि० 7-11-01 के आदेश के द्वारा मेरे पूर्वाधिकारी श्री राजेंद्र सिंह राठौड़, आरएचजेएस ने बैंक मैनेजमेंट द्वारा पारसमल डांगी के विरुद्ध की गयी डॉमेस्टिक इक्वायरी को निरस्त करते हुए आदेश दिया था कि बैंक मैनेजमेंट चाहे तो न्यायालय के समक्ष अपने आरोप पारसमल डांगी के खिलाफ साबित करने के लिए साक्ष्य प्रस्तुत कर सकेगा।

पारसमल डांगी द्वारा डॉमेस्टिक इक्वायरी निरस्त किये जाने के उपरांत अंतरिम राहत हेतु दर० पेश की गयी, जिसका जवाब बैंक ने 17-5-02 को पेश किया है और दि० 12-9-02 को मेरे पूर्वाधिकारी ने बैंक को आदेश दिया कि वह प्राथी पारसमल डांगी को 4-2-02 से अवार्ड पारित होने की तारीख तक उसे सेवा से बरखास्त होने से पूर्व के अंतिम वेतन का पिछहत्तर प्रतिशत प्रतिमाह नियमानुसार भुगतान करता रहे।

माननीय राज० उच्च न्यायालय ने एकल पीठ सिविल याचिका सं० 817/03 तारीख फैसला 27-3-03 के द्वारा अंतरिम राहत के हमारी न्यायालय के उक्त आदेश को बहाल रखते हुए हमारी न्यायालय में प्रकरण का अंतिम निपटारा करने के लिए दो माह की समयावधि निर्धारित की, तदनुसार 27-5-03 से पूर्व इस प्रकरण में हमें अवार्ड पारित करना था। मैनेजमेंट द्वारा अंतरिम राहत की अदायगी में कोताही करने पर मेरे द्वारा दि० 2-4-03 को यह आदेश पारित किये गये कि नियोक्ता पक्ष अंतरिम राहत का ड्राफ्ट इस न्यायालय में जमा करायें बगैर प्रकरण में आईदा कार्यवाही में भाग नहीं ले सकेगा और मैनेजमेंट उस सूत्र में केवल मात्र एक मूकदर्शक की भांति इस न्यायालय की प्रोसिडिंग्स वॉच कर सकेगा। उक्त आदेश की पालना में दि० 8-4-03 को मैनेजमेंट की ओर से 35,662/- रु० का ड्राफ्ट दि० 4-2-02 से 4-4-03 तक की अंतरिम राहत पेटे प्रस्तुत हुआ, उक्त ड्राफ्ट उसी दिन प्राथी पारसमल को सुपुर्द कर दिया गया था। डॉमेस्टिक जांच के निरस्त होने के उपरांत कूपर इंजीनियरिंग वाले मामले में माननीय सर्वोच्च न्यायालय द्वारा दिये गये निर्णय में वर्णित प्रक्रिया के अनुसार उपचारी कर्मचारी पर आरोप साबित करने के लिए न्यायालय में साक्ष्य प्रस्तुत करने का मैनेजमेंट का अवसर दिया जाता है। तदनुसार मैनेजमेंट के गवाहान् चैनराज कोठारी, चीफ मैनेजर पीएनबी, जयपुर, डीलचंद, व०ब्रे०क० पीएनबी, भीलवाड़ा, पी० आर० पोरवाल रिटायर्ड अधिकारी, पीएनबी, भीलवाड़ा तथा माणकचंद जैन, रिटायर्ड वरिष्ठ प्रबंधक, पीएनबी, भीलवाड़ा साक्ष्य में उपस्थित आये थे, इन चारों गवाहान् के हलफनामे पूर्व में दि० 24-1-03 को ही मैनेजमेंट ने पेश कर दिये थे जिनकी नकलें भी उसी दिन प्राथी पारसमल डांगी को दे दी गयीं थीं, इसके बावजूद भी प्राथी पारसमल डांगी ने 8-4-03 को उक्त चारों गवाहों से जिरह करने में कोई दिलचस्पी नहीं दिखाई। उसका कहना था कि उसके यूनियन प्रतिनिधि श्री आर० सी० जैन, जयपुर से नहीं आये हैं। चारों गवाहों का एक दिन का वेतन व टीए, डीए जो लगभग साढ़े तीन हजार रु. होते थे, जमा कराने के लिए भी प्राथी पारसमल डांगी ने कोई रुचि नहीं दिखायी। अतः उस दिन उक्त चारों गवाहों से जिरह का प्राथी पारसमल डांगी का अवसर न्यायालय द्वारा बंद कर दिया गया था। इसके बाद पत्रावली उपचारी कर्मचारी को साक्ष्य के लिए 21-4-03 में रखी गयी थी। दि० 21-4-03 को भी प्राथी पारसमल डांगी ने अपने गवाह पेश नहीं किये और उस दिन भी अपने श्रमिक प्रतिनिधि श्री आर० सी० जैन का जयपुर से नहीं आना बताते हुए साक्ष्य के लिए मोहलत चाही। पत्रावली में चूंकि दो माह में निपटारा किया जाना माननीय उच्च न्यायालय द्वारा आदेशित था। अतः प्राथी पारसमल डांगी को उचित कारणों के अभाव में एडजॉर्नमेंट दिया जाना हमारे लिए संभव नहीं था पत्रावली में प्राथी द्वारा साक्ष्य प्रस्तुत नहीं करने पर बहस अंतिम के लिए पत्रावली आगामी पेशी दि० 23-4-03 के लिए नियत की गयी थी।

दि० 23-4-03 को भी न तो प्राथी पारसमल डांगी उप० आया और न ही उसके श्रमिक प्रतिनिधि उस दिन न्यायालय में हाजिर हुये। अतः उस दिन एकतरफा में पंजाब नेशनल बैंक के मैनेजर श्री वी० के० जैन की बहस सुनी गयी उन्होंने जाहिर किया कि वह कोई मौखिक बहस नहीं करना चाहते हैं तथा अपनी बहस का केवल मात्र लिखित सारांश उन्होंने पेश किया जो उनकी प्रार्थना पर रिकार्ड पर लिया गया। पत्रावली को निर्णय के लिए पेशी 25-4-03 नियत की गयी।

आज दि. 25-4-03 को भी प्रार्थी पारसमल डांगी गैर-हाज़िर है, उसके श्रमिक प्रतिनिधि श्री आर.सी. जैन भी गैरहाज़िर है। कल दि. 24-4-03 को श्री श्राणवर्षद जैन का एक टेलीग्राम अवश्य आया था जिसमें उन्होंने पुनः एक सप्ताह का एडजॉर्नमेंट चाहा था पत्रावली निर्णय की स्टेज पर नियत थी। अतः प्रकरण में एडजॉर्नमेंट देने का कोई औचित्य नहीं था।

अब हमें इस प्रकरण में केवल मात्र यह देखना है कि क्या श्रमिक पारसमल डांगी के खिलाफ आरोप साबित करने में पंजाब नेशनल बैंक सफल रहा है एवं यदि हां तो रेफरेंस को किसी प्रकार निर्णीत किया जाना चाहिए।

मैनेजमेंट की ओर से इस प्रकरण में दस्तावेजात् प्रदर्श एम-1 बगायत एम-26 प्रदर्शित कराये गये हैं पारसमल डांगी की ओर से किसी दस्तावेज पर प्रदर्शित नहीं कराया गया।

प्रार्थी पारसमल डांगी पर लगाये गये आरोप उसने अंचल प्रबंधक, पंजाब नेशनल बैंक, जोधपुर में की गयी अपील प्रदर्श एम-13 में स्वयं ने अंकित किये हैं, जो निम्न प्रकार है :—

1. आपने दि. 7-10-88 को जब शाखा कार्यालय सांगानेरी गेट, भीलवाड़ा में कार्यरत वे एक फर्जी बचत खाता सं. 3661 श्री कैलाशचंद्र खटीक पुत्र रामचंद्र के नाम से 21/- रु. से खोला। उक्त आरोप को साबित करने के लिए मैनेजमेंट के गवाह माणकचंद जैन के शपथ पत्र का पैरा नं. 5, पी.आर. पोरवाल के शपथ पत्र का पैरा नं. 9 तथा डालचंद के शपथ पत्र का पैरा नं. 5 सुसंगत है, उक्त तीनों गवाहों से पारसमल डांगी ने अवसर दिये जाने पर भी जिरह नहीं की है। ऐसा प्रतीत होता है कि बगैर काम किये पिचहत्तर प्रतिशत अंतरिम राहत मिल जाने की वजह से श्री पारसमल डांगी प्रकरण को केवल मात्र विलंबित करना चाहते थे। अखंडित साक्ष्य के आधार पर यह आरोप उपलब्ध दस्तावेजी साक्ष्य एवं उक्त अपेक्षित साक्ष्य के आधार पर प्रार्थी पारसमल डांगी के खिलाफ माना जाता है।

प्रार्थी पारसमल डांगी पर लगाया गया दूसरा आरोप निम्न प्रकार था :—यह कि आपने दि. 7-10-88 को उपरोक्त फर्जी बचत खाता सं. 3661 रु. 10,000/- की एक फर्जी जमा प्रविष्टि की तथा उसी दिन आपने एक दूसरे बचत खाता सं. 3536 (श्री नारायण तेली पुत्र श्री गंगाराम तथा नाथूलाल तेली पुत्र भेरू लाल) में रु. 10,000/- की एक फर्जी नामे प्रविष्टि की। इस संबंध में भी गवाह चैनराज कोठारी के अखंडित शपथ पत्र के पैरा 3, 4 व 5, गवाह मानकचंद के अखंडित शपथ पत्र के पैरा 3 लगायत 9 तथा 14, गवाह पी.आर. पोरवाल के अखंडित शपथ पत्र के पैरा नं. 6 सुसंगत साक्ष्य है। उक्त तीनों गवाहों के उक्त अखंडित शपथ पत्रों के आधार पर भी उक्त आरोप भी श्री पारसमल डांगी के खिलाफ पूरी तरह से उपलब्ध दस्तावेजी साक्ष्य एवं उक्त अखंडित साक्ष्य के आधार पर सही साबित होता है।

श्री पारसमल डांगी पर लगाये गये तीसरा आरोप निम्न प्रकार था :—“यह कि आपने दि. 17-10-88 को एक आहरण पत्र के द्वारा रु. तीन हजार निकाले, उस आहरण पत्र पर आपने काल्पनिक खाता धारी श्री कैलाशचंद्र के एवं भुगतान प्राप्त करता के रूप में श्री बी. एल. के हस्ताक्षर भी स्वयं ने किये।” इस संबंध में गवाह माणकचंद के शपथ पत्र का पैरा सं. 6 तथा 7, पी.आर. पोरवाल के अखंडित शपथ पत्र का पैरा सं. 8 सुसंगत साक्ष्य उपलब्ध दस्तावेजी साक्ष्य एवं उक्त

अखंडित शपथ पत्रों के आधार पर उक्त आरोप भी प्रार्थी पारसमल डांगी के खिलाफ पूरी तरह साबित होता है।

प्रार्थी पारसमल डांगी पर लगाया गया चौथा आरोप निम्न प्रकार है :—“यह कि आपने दि. 19-10-88 को अनाधिकृत रूप से एक लूज चैक सं. ओईएक्स 742574 प्राप्त किया और फिर उस चैक के द्वारा जो कि काल्पनिक श्री रमेश के नाम जारी किया गया था। काल्पनिक खातेदारी श्री कैलाशचंद्र व काल्पनिक श्री रमेश के हस्ताक्षर स्वयं करके रु. सात हजार का भुगतान प्राप्त किया।” उक्त आरोप के संबंध में भी गवाह माणकचंद जैन के अखंडित शपथ पत्र का पैरा सं. 6 व 8 एवं गवाह पी.आर. पोरवाल के अखंडित शपथ पत्र का पैरा सं. 5 सुसंगत साक्ष्य है। उपलब्ध दस्तावेजी साक्ष्य एवं उक्त अखंडित शपथ पत्रों के आधार पर यह आरोप भी प्रार्थी पारसमल डांगी के खिलाफ पूरी तरह सही होना प्रमाणित होता है।

हमारे उक्त निर्धारण पत्रावली में उपलब्ध दस्तावेजात् प्रदर्श एम-1 लगायत एम-26 तथा एक तरफा साक्ष्य में पंजाब नेशनल बैंक द्वारा पेश किये गये चारों गवाहों के अखंडित शपथ पत्रों के आधार पर किये गये हैं। प्रार्थी पारसमल डांगी को बैंक में दि. 11-6-92 को बैंक सेवा से टर्मिनेट किया था। मामला लगभग 11 वर्ष पुराना हो चुका है। प्रार्थी पारसमल डांगी कोई काम किये बगैर पिचहत्तर प्रतिशत वेतन के बराबर अंतरिम राहत घर बैठे ले रहा है, जाहिर है कि ऐसे हालात में कर्मचारी कामचोर हो जाता है तथा वह येन-केन प्रकारेण प्रकरण को विलंबित करने की उत्सुक रहता है। माननीय राज. उच्च न्यायालय ने भी अपचारी कर्मचारी प्रार्थी पारसमल डांगी की उक्त भावना को भली प्रकार समझकर ही इस न्यायालय को प्रकरण को दो माह के भीतर निपटाने का निर्देश दिया था। पंजाब नेशनल बैंक के पक्ष में माननीय सर्वोच्च न्यायालय का एक निर्णय 2000 लेबर एंड इंडस्ट्रियल केसेज 3136 एसबी आई/तरुण कुमार भी हमारे निर्धारण को समर्थन देते हैं।

प्रकरण के कुल हालात में यह निर्धारित किया जाता है कि पंजाब नेशनल बैंक ने जिन चार आरोपों में प्रार्थी पारसमल डांगी को दोषी मानते हुए सेवा से टर्मिनेट किया था वह चारों आरोप न्यायालय में भी अपने चार गवाहों के अखंडित शपथ पत्रों तथा दस्तावेजात् प्रदर्श एम-1 लगायत एम-26 के द्वारा पंजाब नेशनल बैंक ने भली प्रकार साबित कर दिये हैं। उक्त चारों आरोप साबित होने पर यदि पंजाब नेशनल बैंक ने दि. 11-6-92 से प्रार्थी पारसमल डांगी को लिपिक/कैशियर के पद से टर्मिनेट कर दिया है तो बैंक का ऐसा आदेश किसी भी प्रकार से अनुचित नहीं कहा जा सकता है। बैंक द्वारा दिया गया दंड सिद्ध आरोपों की तुलना में असमानुपातिक नहीं कहा जा सकता है।

उक्त हालात में इस रेफरेंस में अवार्ड इस प्रकार पारित किया जाता है कि मैनेजमेंट ऑफ पंजाब नेशनल बैंक, जोधपुर द्वारा दि. 11-6-92 से श्री पारसमल डांगी को क्लर्क-कम-कैशियर के पद से टर्मिनेट करना पूर्णतः वैधानिक एवं न्यायोचित था। प्रार्थी पारसमल डांगी को अवार्ड पारित होने तक जो अंतरिम राहत दी जा चुकी है, वह उससे वापस नहीं ली जायेगी उसके हक में बकाया अंतरिम राहत की राशि व अवार्ड की तारीख तक की नियमानुसार पंजाब नेशनल बैंक से प्राप्त कर सकेगा। दि. 25-4-03 के पश्चात् वह कोई अंतरिम राहत प्राप्त करने का हकदार नहीं रहेगा उसका बैंक द्वारा पारित टर्मिनेशन आदेश यथावत् बहाल रखा जाता है।

अतुल कुमार जैन, न्यायाधीश

नई दिल्ली, 13 मई, 2003

का. आ. 1622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 2/75 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-12011/86/2000-आई.आर.(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th May, 2003

S.O. 1622.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/75 of 2000) of the Central Government Industrial Tribunal cum-Labour Court, Mumbai No. 1 as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workman, received by the Central Government on 12-5-2003.

[No. L-12011/86/2000-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.-II AT MUMBAI
PRESENT

Shri S. N. SAUNDANKAR, Presiding Officer

REFERENCE No. CGIT-2/75 OF 2000.

Employers in Relation to The Management of Bank of Baroda

BANK OF BARODA

The Chairman and Managing Director,
BOB, Central Office, Ballard Estate,
Walchand Hirachand Marg,
Mumbai 400038.

AND

THEIR WORKMEN

The Dy. General Secretary,
Bank of Baroda Employees Assn.,
Dadysheth Bldg.,
44, Cawasji Patel Street, Fort
Mumbai 400023

Appearances :

FOR THE EMPLOYER : Mr. L. L. D'Souza
Representative

FOR THE WORKMEN : No Appearance

Mumbai, dated 3rd April, 2003

AWARD PART-I

The Government of India, Ministry of Labour by its Order No. L-12011/86/2000/IR (B-II) dated 24-8-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the management of Bank of Baroda is justified in imposing the penalty of stoppage of two increments with cumulative effect on Shri N.D. Dabhade, Clerk-Typist? If not, what relief is the concerned workman entitled to?"

2. Workman Dabhade, was engaged by the management Bank on 7-11-83 as clerk/typist. By the Statement of Claim (Exhibit-3) union contended that workman was given chargesheet dtd. 19-5-89 alleging for involving the bank is serious loss and thereby committing an act prejudicial to the interests of the bank and that inquiry was held in connection with the chargesheet. It is contended that inquiry held against the workman was in contravention to the Principles of Natural Justice and Fair play Union therefore contended inquiry being improper and the findings perverse to be set aside. Management resisted the claim of union by filing Written Statement (Exhibit-4) contending that the workman had declared having travelled to Bombay-Bangalore, Mysore, Ooty and back along with his wife and father and accordingly he had produced receipt No. 267 dtd. 10th February, 1987 mentioning therein he had travelled by vehicle No. MMK-270 and seat number allotted were 11 & 13 and that the said claim had been settled and workman had reimbursed the amount of Rs. 2,160/-. However later on it is revealed that the said Vehicle Registration No. MMK-270 was a tankar and not a travel bus and thereby he had cheated the bank giving false information and therefore the inquiry was held and that the inquiry officer held the workman guilty and based on the report the Disciplinary Authority imposed penalty of stoppage of two increments with cumulative effect. It is averred that inquiry was held as per the Principles of Natural Justice and the findings are not perverse, Therefore it need not be set aside.

3. On perusal of the record it is seen on the basis of the pleadings preliminary issues were framed at (Exhibit-9) and in that context workman Dabhade filed affidavit in lieu of Examination-in-Chief (Exhibit-14) on 9-8-01. However, thereafter workman and his advocate remained absent though management representative Mr. D'Souza was present. It is seen despite giving sufficient time workman did not offer himself for cross-examination which shows he has nothing to say on the inquiry and the findings recorded by the inquiry officer. Consequently on going through the inquiry proceedings and the record as a whole, it will have to be said that the domestic inquiry was fair and proper and the findings not perverse. Issues are answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice.

The findings of the inquiry officer are not perverse.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 13 मई, 2003

का. आ. 1623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच. पी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुंबई के पंचाट (संदर्भ संख्या 5/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-30012/11/97-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th May, 2003

S.O. 1623.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/98) of the Central Government Industrial Tribunal, No. 1 Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H. P. C.L. and their workman, which was received by the Central Government on 12-5-2003.

[No. L-30012/11/97-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI****PRESENT**

Shri JUSTICE S. C. PANDEY, Presiding Officer

REFERENCE No. CGIT-5/1998

Parties : Employers in Relation to the Management of H.P.C.L.

AND

Their Workmen

Appearances :

For the Management : Mr. M. M. Verma, Adv.

For the Workman : Mr. Jai Prakash Sawant, Adv.

State : Maharashtra

Mumbai, dated the 10th day of April, 2003

A W A R D

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of Section 10 read with Sub-section 2(A) of Section 10, of the Industrial Disputes Act, 1947 (the Act for short). The terms of reference are as follows :

"Whether, the action of the employer, General Manager, H.P.C.L. Refinery Mahul, Mumbai in terminating from service to Shri Ashok Ambre, Compounder-cum-dresser is justified and legal. If not, to what relief the concerned workman is entitled to?"

2. The undisputed facts of this case are that Ashok Ambre (the workman for short) had worked as Compounder Cum Dresser with the Hindusthan Petroleum Corporation (the company for short). It does not appear to be in dispute that the workman worked between 17th October, 1984 and he was refused employment from 01-7-1996. The workman raised this industrial dispute. The Conciliation Officer reported failure of conciliation. The matter went to the Central Government.

The workman in his Statement of claim stated that he was working as Compounder-cum-dresser from 17-10-1984 to 17-11-1991 at Fuels Refinery and from 18-11-1991 to 30-6-1996 in the Lube Refinery as well as in the Fuels Refinery. The workman was paid his wages at Rate of Rs. 1000/- per month initially and thereafter, at rate of Rs. 55/- per shift. The workman was not paid wages as were given to other 7 compounder-cum-dressers. They were paid wages allowance, bonus etc. The workman claimed he was qualified to hold the post of Compounder-cum-dresser. He had passed his S.S.C. examination in the year 1969. He had passed the final examination from St. John Ambulance Association (India). He had passed the Home Nursing Examination from the same institution. He had experience of 14 years as a Compounder-cum-dresser prior to his employment with the Corporation. It was claimed by him that his work was satisfactory but management of the Corporation choose to give a discriminatory treatment to him. It was claimed, that since the workman resorted to Constitutional remedies, his services terminated in violation of Section 25-F, 25-G and 25 N of the Act. The action of the management was unfair labour practice. It stated by the workman he was not allowed from 01-7-1996 as his services were terminated orally on the instructions of Shri.B.K.Ghosh. The workman prayed reinstatement with back wages. He also prayed that he be made permanent and be given the same pay and allowances as are available to other workmen of the same category from date of his employment.

The Corporation has taken a random stand. It was claimed that workman was not permanently employed by the Corporation but only intermittently. Therefore, the question of termination of his services did not arise. It was claimed that workman had filed a writ petition. It was pending but the workman was not given interim relief regarding payment of wages. It was claimed that the Compounder cannot be treated as workman within the meaning of section 2(S) of the Act. The workman cannot claim right of permanency (sic) as this aspect beyond the scope of reference. The Corporation denied the claim of the workman as to his employment as Compounder cum dresser between

17-10-1984, 17-11-1991 and 18-11-1991 to 30th June 1996. It appears that Corporation claimed that workman worked only intermittently during this period. It was thus denied that workman had worked as a Compounder. It was denied that he was discriminated against. It strange that it was asserted in paragraph 8 that the workman was never employed by the Corporation. It was earlier asserted that the workman casually employed intermittently. It was denied that the Corporation had any knowledge about the qualifications of the workman. The allegations made by the workman in each every paragraph were denied. All the questions of the facts and law stated by the workman denied, and in this view of matter, it would be a repetition of the stand of the Corporation, if this tribunal reproduces summary of each paragraph. The main stand of both the parties has been given. It appears that main claim of the Corporation was to the effect that the workman was not qualified to be given the job compounder-cum-dresser.

5. The workman had filed rejoinders. He apart from, repeating facts stated in the statement of claim, stated that at the time of appointment the management was fully satisfied with the qualifications and experience of the workman. The workman had performed the job of Compounder-cum-dresser independently.

6. The following issues framed by Justice Shri. C. V. Govardhan on 26-5-1999. Further issue no. 4A was passed by Shri .S.N. Saundankar as on 25-7-2000.

- (i) Whether Mr. A.R. Ambre is a workman of Hindustan Petroleum Corporation Ltd. (Refinery, Division), Mumbai as defined under section 2(s) of the Industrial Disputes Act, 1947?
- (ii) Whether the action of the management in terminating the services of the workman amounts to retrenchment as defined under section 2(oo) and whether the management was duty bound to comply with the provisions of Sections 25F, 25G, 25H and 25N of the Industrial Disputes Act, 1947?
- (iii) Whether the management indulged in unfair labour practices within the meaning of item 5(a) (b) (d) (f), 10 and 13 of the Fifth Schedule to the Industrial Disputes Act, 1947?
- (iv) Whether, the workman was given discriminatory treatment in the matter of conditions of services?
- (iv) (a) Whether the action of the employer, General Manager, H.P.C.L. Refinery, Mahul, Mumbai in terminating from service to Shri. Ashok Ambre, Compounder-cum-dresser is justified and legal?
- (v) What order?"

7. The workman filed affidavit dated 01-12-1999. He was cross-examined. Other witnesses that were examined

on his behalf by Sanjay Walikar, and Shrikanth Ramdassi, then closed his case. The Corporation filed affidavit Dr. Subhash Nikale. He was cross-examined on behalf of the workman. Two more witnesses i.e. D.V. Kalmare and R.G. Gokhale filed affidavits in support of case of Corporation. They were cross-examined and discharged. The parties have also filed documents in support of their respective claims.

8. At the time of argument Issue No. I was not pressed. It appears to this tribunal no evidence was led on behalf of the Corporation that the workman was not covered by section 2(s) of the Act. On the other hand the evidence was led to show that workmen was engaged in casual work but he was not employed as a full fledged compounder-cum-dresser. All the three witnesses examined by the Corporation do not say a word regarding this issue. Even the cross-examination of the workman examined by him does not establish that he was not covered by section 2(s) of the Act. The Issue No. 1 is answered by saying that Ashok Ambre is covered by definition of the workman.

9. The Issues No. (ii), (iii) and (iv) A can be taken up together as they are interlinked. The evidence of the witnesses examined by the workman and that of the Corporation was considered for determining the nature of the employment of the workman. The workman had in his affidavit stated that he was in the employ of Corporation between 17 October, 1984 to 30-6-1996. There was no specific denial by the witnesses examined by the Corporation saying that workman was not in the employment of the Corporation for that period. There is overwhelming documentary evidence placed on record in the shape of payment orders cumulatively marked Ex. W1 and Ex. W2. They show workman was working as a daily wager. These documents also show that workman had worked for the period. As already noted that Corporation had chosen to deny each and every allegation of the workman however, it has not led any evidence to support its pleading. Therefore, during the argument the learned senior counsel Shri Verma did not touch upon this point. It is true that the workman has not been able to produce to the order of discharge or dismissal but his case he was given orally order to quit. In such circumstances, the workman cannot be faulted for not producing the order of discharge. It is not case of the Corporation, that he was not discharged or dismissed, and that the workman had abandoned the job. This tribunal holds that workman was asked to quit orally from 01-7-1996 by the authorities of the Corporation, It may be stated this aspect was not challenged by the learned senior counsel for the Corporation, Shri Verma. If we work backward from 01-7-1996 then, the evidence of the workman shows that he was employed for 240 days continuously in calendar year prior to order of discharge dated 01-7-1996. The Corporation did not lead oral evidence to show that workman worked intermittently for less than 240 days from 01-7-1996.

The documents filed as W1 related to the period between 3-7-1995 to 4-6-1996. This shows that workman had worked for 240 days continuously. In fact workman had led evidence in shape of vouchers even further back wards. In view of the evidence on record, the learned Senior Counsel Mr. Verma did not dispute that the workman worked for 240 days continuously. The conclusion of this tribunal is that oral discharge of the workman amounted to retrenchment as it was done without notice and without payment of retrenchment Compensation in violation Section 25-F of the and 25N of the Act. In fact the pleadings of the Corporation itself show that the workman had filed W.P. No.661/1992 praying for making him permanent from 6-4-1987 and claiming arrears of wages. It appears that this act of the workman may have prejudiced the management of the Corporation in discharging him. However, it is not necessary to give any conclusive finding from this angle. The fact, that workman was working from 17-10-1984 to 30-6-1996, and that he was discharged orally without any order in writing, speaks for itself. The workman was not heard though he served for 12 years. He was fired without any reason. Nobody had courage or even sympathy to give some reason for his summary dismissal. This shows the facelessness of big Corporation where sense of justice is drowned in the race of self-aggrandisement. Thus, the firm finding is that the workman was retrenched.

10. Faced with this situation, the learned Senior Counsel Shri. Verma argued that this tribunal should not grant reinstatement to the workman. According to learned counsel, the workman was not qualified to be appointed as a Compounder-cum-dresser. In other words, he was illegally appointed. It was argued that this tribunal cannot reinstate a person in the breach of eligibility clause fixed by the Corporation, even if the Corporation itself had, breached it. He emphasized in no uncertain terms that this tribunal derives its authority from law and the consequently, irrespective of facts, whatever others may do, this tribunal should not pass an order conniving in the breach of the rules of the Corporation.

11. In order to accept the aforesaid argument raised on behalf of the Corporation, it is necessary delve deep into the facts of case. It has not been disputed that workman worked as Compounder-cum-dresser. Dr. Subhash Nikhale had stated in cross-examination that the workman was not qualified for the post of Compounder. He admitted that he was performing the duties of Compounder-cum-dresser under his supervision. It may be noted that he was treated by the Corporation as a casual workman but the fact that he was performing the function of a compounder-cum-dresser is not denied. Dr. Nikhale says that workman was working from the date prior to his own appointment. Dr. Nikhale had put 11 years of service in year 2002. He must have been appointed about the year 1991. The question is when the workman was appointed whether there were any qualification prescribed. The Corporation has

placed on record document M2. It is Hindustan Petroleum Corporation Limited. Bombay Refinery Recruitment Policy and Procedure. This document begins at page 25 and at page 45 the item R. 08 of the schedule prescribes job specification for induction level of Compounder-cum-dresser. He must have S.S.C and three certificate in nursing conducted by Maharashtra Nursing Council. This item is related to clause 3 i.e. Principles Governing recruitment. Firstly, it has to be noticed these are merely policy statement made by the Corporation. Secondly, it has to be determined whether this policy decision had come into force at the time the workman was appointed. Dayand Kalmade was unable to say when this document M2 had come into force. He specifically stated that he was referring to Recruitment Policy and Procedure (Non-Management). There is nothing in evidence of R.G. Gokhale of Dr. Nikhale regarding the aforesaid policy procedure specifically. In view of this matter this tribunal holds that the Corporation has failed to prove that the workman was governed by qualification mentioned in item R 08 of schedule of Recruitment Policy and Procedure (M2). The workman has stated that he had passed S.S.C. examination 1969. He was having certificate from St. John Ambulance Association of India. He had claimed that he had passed First Aid Examination. He had at time of appointment experience of 14 years. Under these circumstances, it would not be proper to hold that the workman was appointed in the breach of policy laid down by the Corporation. The Corporation has failed to establish that the procedure given in M2 was prevalent in the year 1984. Moreover, even, if the policy decision was breached in appointing the workman his appointment cannot be illegal in the sense it was prohibited by law. The clause 3.3 appears to say that qualifications given therein will be primary consideration. This tribunal is of the view that Corporation itself had allowed the workman to work as a daily wage for 12 years. It could not turn round after 12 years to say that the initial appointment was bad and therefore, subsequent retrenchment cannot be set aside and the workman cannot be reinstated. This tribunal is of the opinion that appointment in the breach of policy is merely irregular but not illegal. Moreover, an illegal Act has to be set aside by a Collateral Authority. The person appointing a person cannot after long lapse of time should not be allowed to take advantage of his own lapse. If he be permitted to do, the court or the tribunal shall be playing a game of dice with lives of men, particularly so in service matter. In this connection, it would not be inappropriate to rely on the decision cited by the workman in case of Bhagwati Prasad vs. D.S.M. Development Corporation 1990 1 LLJ 320. In that case the Supreme Court stated at page 322.

"The initial minimum educational qualification prescribed for the different posts is undoubtedly a factor to be reckoned with, but it is so at the time of the initial entry into the service. Once the appointments were made as daily rated workers and they were allowed to work for a considerable length

of time, it would be hard and harsh to deny them the confirmation in the respective posts on the ground that they lack the prescribed educational qualifications."

The cases relied upon by the learned counsel for the Corporation, are not strictly applicable on the finding recorded herein above that the Corporation had failed to establish the date of application of M2. Even if it be assumed for a moment that his policy decision was applicable to the workman when he was appointed there is nothing to show that the Corporation was bound to follow the policy decision and could not relax it in a suitable case looking to exigency of circumstances for making a casual appointment. The learned counsel for the Corporation had argued *Shetty vs. Bharat Nidhi Ltd.* 1957 II LLJ 696 that effect of the order of reinstatement renewed the old contract and renewal of the old contract amounted to enforcement of an illegal contract in this case. As already pointed out that workman was allowed to serve as a Compounder-cum-dresser not as a regular appointee. His appointment was apart from the conditions applicable to a regular appointee. The manner of appointment and the award of status of the workman as daily wager in the Corporation shows, that it was a special contract and it was not prohibited. The workman was paid by means of vouchers as if he was daily wager. The payment was Rs. 55 per shift at time of discharge. Therefore, it is not possible to say that the order of reinstatement should not be made because this tribunal is requiring the Corporation to do something *per se* illegal. This tribunal is further of the view that the decision of the Supreme Court in *Hindustan Shipyard Ltd. vs. D.P. Sambhiva Rao* AIR 1996 SC 323 is distinguishable. In that case the High Court had ordered regularisation of the certain doctors who were initially appointed on *ad hoc* basis. The regularisation of these doctors could be done under the Recruitment rules. The posts had to be advertised and the candidates were required to face the Selection Committee. The qualifications were also prescribed. One of the doctors was found ineligible by the Selection Committee and others did not face the selection committee. In these circumstances, the direction given by the High Court in order passed in writ petitions under Article 226 of the Constitution were upset. Firstly, this tribunal is not considering the case of regularisation but only of reinstatement. Secondly, the workman is not governed by the rules which have the force of law. The policy decision of the Corporation cannot be placed on the same pedestal as the rules. Thirdly, the case of these doctors was not under the industrial law. The doctors were not retrenched in violation of Section 25-F of the Act. In the opinion of this tribunal, the Corporation cannot derive any advantage out of this decision. Another decision that was relied upon is that is reported in *State of U.P. & Others vs. U.P. State Law Officers Association* 1994 ICLR 668. This decision too does not help the argument advanced on behalf of the Corporation. Firstly, the case is not covered

by industrial law. Secondly, the rules were violated in those cases and the law officers did not acquire any right of reinstatement. It has been pointed out in paragraph 15 that the State Govt. had right to withdraw brief from it. It was held that all the 26 officers had no right to hold the office on the date of removal. This is no so in this case.

12. The powers of this tribunal are different from a court of law. Justice B.K. Mukherjee in *Bharat Bank Ltd. vs. its employees*, 1950 ILLJ 921 at page 948 S.K. Das J, *Rohatas Industries vs. Brynandan Pandey* 1956 II LLJ 444 at page 449 and *Premier Automobiles vs. Kamlakar Shantaram Wadke* 1975 II LLJ 445, pointed out that powers of an industrial tribunal are much wider than that of ordinary courts of law. There is then power create new contracts, lay down, new industrial policy and order reinstatement of dismissal workmen which Civil Court cannot do. Therefore, this tribunal is not bound by observation made in those cases where 'industrial dispute' was not being considered. The present dispute is certainly an industrial dispute.

13. This tribunal has found that workman had worked for more than 240 days in the calendar year just preceding the date of his oral dismissal. The workman was not a regularly appointed Compounder-cum-dresser. He was a daily wager. He was being paid on that basis at rate of Rs. 55/- per shift. His services were terminated orally without any rhyme or reason. This amounted to retrenchment within the meaning Section 25-F of the Act. This tribunal further holds that workman is entitled to be retained in the same post as he was holding. It cannot be disputed and was not disputed before me, that even a daily wager who had worked continuously for 240 days in a calendar year prior to his dismissal is entitled to be retrenchment compensation, notice etc. in case he is removed from service. In this case, the workman was simply removed orally and was not allowed to work. This oral order *prima facie* appears to be *malafide* because the workman had claimed regularisation by filing writ petition. Thus, it directed that he be reinstated. This tribunal is of the view that the workman is also entitled to back wages at rate he was getting as a Compounder-cum-dresser from the date of his removal. It is true that considerable period has elapsed. The workman has stated that he was unemployed and this fact has not been controverted. He has said that he has two acres of agricultural land. The fact that his children were studying in college and school by itself would not be of any consequence. It is true that in order to eke out living for such long time, the workman may have got some irregular employment, but then cannot be taken into account. This tribunal is conscious that often it is said the compendious expression "No work; No pay" (it is no principle) should be borne in my mind. In the opinion of this tribunal, this is not one of those cases where this tribunal is bound to take into consideration the fact that workman had not worked. In fact the workman was not given work deliberately because he had filed the writ

petition. It is therefore, directed that Corporation shall reinstate the workman and give back wages at rate of Rs.55 per shift for the entire period from 1-7-1996 till the order of reinstatement is passed. In calculating the average pay at rate Rs.55 per shift the workman shall be paid minimum wages for at least 25 days in a month. The Corporation shall after reinstatement shall pay the wages to workman at the current rate for future employment.

14. This tribunal did not consider the question of regularization of services of the workman in these proceedings, firstly, because relief is not covered by the terms of reference. Secondly, the workman himself had stated in the evidence that his writ petition was pending.

15. Thus, the reference is answered by saying that workman stands reinstated in service from 1-7-1996. He shall be entitled to back wages at rate of Rs. 55 per day as daily wages. It is made clear that after workman starts working he shall be paid at current rate applicable to a daily wage. This tribunal refrains from passing an award on the question of regularization of his service. Firstly, the matter was not referred to this tribunal. Secondly, the workman himself stated in the evidence that W.P. No. 661 of 991 was filed by him on this point and it is pending in the High Court of Bombay. The Corporation shall pay the cost of litigation to the workman at the consolidated rate of Rs. 2,000 only.

S.C. PANDEY, Presiding Officer

नई दिल्ली, 13 मई, 2003

का. आ. 1624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, 1 मुम्बई के पंचाट (संदर्भ संख्या 14/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-11012/68/96-आई.आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th May, 2003

S.O. 1624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/1997) of the Central Government Industrial Tribunal, I Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 12-5-2003.

[No. L-11012/68/96-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I MUMBAI

PRESENT

Shri Justice S. C. PANDEY, Presiding Officer

REFERENCE No. CGIT-I/14/1997

Parties : Employers in Relation to the Management of Air
India

And

Their Workmen

Appearances :

For the Management : Mr. Lancy D'Souza.

For the Workman : Mr. Mallya, Adv.

State : Maharashtra

Mumbai, dated the 29th day of April, 2003

AWARD

1. This reference is made by the Central Government in exercise of its powers under section 10(1)(d) of Industrial Disputes Act, 1947 (the Act for short) read with Section 10(2-A) thereof by order dated 3rd March, 1997. The terms of reference given in the schedule are as follows:

"Whether the demand for reinstatement made by Shri T.D. Parmar is legal and justified? If so, to what relief is the said workman entitled?"

2. The undisputed facts of this case are as follows: Shri. T.D. Parmar (the workman for short) was employed as a Clerk in the Finance and Accounts Department of the Air India Ltd. (the company for short). He was subsequently promoted as a Cashier. The workman was charged with fraud and dishonesty in connection with the business or property of the company because it was found that in the capacity of the Cashier at export counter of the company on 15-9-1981 and 16-9-1981 the workman received Rs. 425 as per fifteen receipts but accounted to company that he had received Rs. 262 only. Thus, there was shortfall of Rs. 163. It was also found that the workman did not dispute and paid the amount of Rs. 163. It was alleged that aforesaid incident was not an isolated event. It was also found that previously the workman had not accounted for Rs. 1,100 and Rs. 300. Consequently, a charge as per 2(vi) of the Regulations was framed calling for the explanation within 7 days. This charge sheet dated 14-12-1981 in exhibit M1.

3 The workman was given another chargesheet dated March 15, 1982 (M2). It appears from the charge sheet that between the period December 1, 1980 to December 5, 1980 the workman performed duties of cashier Contributory Medical Scheme. In that capacity he altered the reimbursement vouchers and enhanced the amount in respect of voucher mentioned in the charge sheet to the extent indicated in column No. 4 in each case. Thus, a Rs. 4,723 were apparently enhanced with a view to cause loss to the company. The workman was charged with theft and fraud in connection with the property of the company and dishonesty in discharge of duties. The workman gave his replies and explanations but Director of Finance

constituted two different enquiry committee. The first enquiry committee gave the report dated 27-1-1982 in respect of short accounting of Rs. 162 (M7). The second report dated 29th March, 1982 (M4) in respect of causing wrongful loss to the company amounting to Rs. 4,723. It is not in dispute workman had participated in both these enquiries. The workman was removed from service by order dated 22-6-1982.

4. In his statement of claim the workman in paragraph 2 stated the enquiry proceedings were taken up against him because he was a member of the scheduled caste. The workman was not given proper opportunity in violation of the principles of natural justice. He was coerced to admit charges framed against him as the committee acted as a prosecutor and judge the findings reached by the committee are perverse. Extreme punishment was given to the workman resulting in his economic death. It is alleged that earlier this tribunal had granted approval to the order of removal by judgement dated 6-6-1984 in approval application NTB No. 17 of 1982 filed by the company. In that judgement it was stated that approval was subject to the decision of appeal filed by the workman before the higher authority. It was case of the workman that appeal was not yet disposed of by the appellate authority. It was pleaded that so far as short fall of Rs. 163 was concerned, the explanation given by the workman was accepted by Mr. Karkhanis and he had done so writing 21-9-1981 by saying that waiving would be sufficient. The workman submitted that he was not paid subsistence allowance. The punishment awarded to him was disproportionate. It was specifically pleaded in paragraph 10 that he moved the Labour Commissioner by letters dated 12-7-1994 and 16-10-1994.

5. The company on the other hand, claimed that the order of removal was passed on 12th June, 1982. The workman had waited for 12 years to move the Conciliation Officer. The reference made on 3rd March, 1997 was liable to be dismissed on the ground delay and laches on the part of the workman. The company rejected the case of the workman that the principles of natural justice were violated. It was denied that the company had shown any bias against the workman because he belonged to scheduled caste. On the other hand, it was submitted that the gravity of charges against the workman speaks for itself and the company cannot be criticised for framing charges on facts, which if proved, amounted to clear misconduct. The findings recorded were not perverse. The workman had himself admitted the charges. It was denied that workman had given any satisfactory explanation to either of charge sheets. The disciplinary authority was not satisfied with the explanation. It was said the findings were not perverse. It was also stated the punishment were just. It was stated that the appeal was disposed of by order dated 6-12-1989 and workman was aware of it. All other allegations made in

the statement of the claim were denied. It was requested that because it was found that enquiries held by the company is vitiated, then the company claimed opportunity of proving the charges.

6. The workman chose to file a rejoinder. He reiterated his pleadings so far as departmental enquiry is concerned. However, in the rejoinder it was stated that the order dated 3-12-1989 is not an order on appeal. It was not the order passed by an appellate authority. Curiously enough, it was stated that said request was not a departmental appeal. It was stated that a departmental appeal was preferred on 24-9-1983 against the order dated 22-6-1982 to the Managing Director. This document was filed as a mercy appeal. It is not necessary to repeat other allegations in the rejoinder. The following preliminary issues framed by Justice Shri. C.V. Govardhan by order dated 25-2-1999.

- (a) Whether the enquiry conducted against the workman is fair and proper ?
- (b) Does the workman entitled to any relief ?
- (c) Was the management justified in relying on the past record of the workman behind his back in awarding the punishment ?

8. Another issue was framed by me after hearing the counsel on the ground of delay.

“Whether the reference is incompetent on the ground of inordinate delay.”

9. It appears that the parties had led evidence on the preliminary issues framed by Justice C.V. Govardhan before the parties led evidence on the preliminary issue regarding delay.

10. This tribunal however, takes up the question of delay. It is not in dispute that the workman was removed from service by order dt 22-6-1982. The reference was made on 3rd March 1997. Thus, the reference is made to this tribunal after 15 years. The question is if this tribunal can reject the reference because of delay. In the opinion of this tribunal, it is not within domain of the tribunal to reject a reference as incompetent solely on the ground of inordinate delay. The Act does not provide any limitation for raising a dispute. It does not restrict the power of Central Govt. of making reference even if the matter is delayed. It is certainly the discretion of the Central Govt. not to refer a dispute to an appropriate tribunal if it concludes that the matter is stale and is liable to result in injustice to one of parties if the matter is adjudicated upon. However, when the Central Govt. exercises its jurisdiction, to refer the dispute to a tribunal then that tribunal is bound to decide the disputes on merits. The fact is that the tribunal derives its jurisdiction from the order of reference. It cannot sot up in appeal over the discretion exercised by Central Govt. by pointing out that discretion should have been

exercised in a different manner. It is another matter, when the tribunal may come to the conclusion, that the matter could in no case be referred to it as per provisions of the Act or any other law. In such a situation there is a decision on the merits of a reference. Likewise, this tribunal can come to the conclusion that it is not possible to give answer to question referred, when it comes to the conclusion that on account of delay relevant evidence could not be produced. This would be a decision on merits and not on ground of inordinate delay. The Company, was, however free to approach the appropriate High Court under Article 226/227 of the Constitution challenging the order of reference on the ground of inordinate delay making the reference. The High Court could quash the order under Article 226 and 227 of the Constitution if it considered that there shall be injustice to aggrieved party if the reference be proceeded with. The authorities, relied upon by Shri Lancy D'Souza Nedungadi Vs. K. P. Madhavan Kutty 2001 LLJ 21 (SC) D.R. Kalkar Vs. Chief Manager, Bank of Maharashtra 2001 (1) LLN 699 are cases where the order of reference themselves were challenged under Article 226 and 227 of the Constitution. It appears to this tribunal the case of Management of Iron and Steel and Company Vs. Prahlad Singh 2001 1 LLR 67 is an example of the case where delay was considered as one of factors for refusing relief by the Tribunal. The last case illustrates the principle already stated that this tribunal can consider the question of delay while passing the order in merits. The case of Ajaiti Singh Vs. Sirhind Co-operative Marketing-cum-Processing Service Society Ltd. 1999(1) CLR 1068, relied upon by the counsel for the workman sums up the law on the point. This decision specifically says that the tribunal cannot dispose of the reference merely on the ground of delay but in appropriate cases consider the consequence of delay in raising an industrial dispute on the rights of the opposite and adjudicate upon the question of prejudice caused by delay. Accordingly, this tribunal is of the view that on sole ground of delay this reference cannot be rejected. However, this conclusion will not affect the power and jurisdiction to take up the question of delay along with other factors in granting or refusing the relief to the workman when the case is considered on merits. The additional issue framed is answered accordingly.

11. Now the issues reproduced in paragraph 5 of this award are being taken up together. The question regarding fairness of enquiry can be answered by reading the cross-examination of the workman conducted by Shri Lancy D'Souza on 29-9-99. The workman admitted that the management had issued to him two charge sheets dated 14-12-1981 and 15-3-1982. *The workman participated in the two enquiries.* The workman participated in the two enquiries on these chargesheets admitted signatures on Ex. W4 and Ex. W5. These are the proceedings of enquiries on the aforesaid chargesheets dated 14-12-1981 and

15-3-1982 respectively. He did not protest or object to the procedure. He admitted that he refunded Rs. 163. He also admitted that in the cross examination that he had stated in the affidavit in paragraph 4 that he had inflated the vouchers for reimbursement because he wanted funds to treat his mother. In view of the aforesaid statement made by the workman, this tribunal comes to the conclusion that the workman did not lead any evidence in support of the issue that he was not dealt with fairly. Nevertheless this tribunal has examined the enquiry papers in exercise of power under Section 11-A of the Act. The enquiry proceedings in respect of charge sheet dated 14-12-1981 dated 8-3-1982, 09-3-1982 indicate the workman was given full opportunity to be represented by a defence counsel. He did not bring any one and was willing to defend himself. He admitted that there was shortage of Rs. 163 and he had given the explanation on 11th January 1982. The enquiry committee took the documents on record and examined a management witness P. G. Karkhanis on 12th March 1982. The workman cross-examined the witness. The workman did not want to examine any witness. The workman was given time to make statement till 17th March, 1982. Thereafter, the report dated 29th March, 1982 was given. It has been stated therein that the final statement was given. These proceedings of enquiry No. 1 indicate that the workman was given full opportunity so far as enquiry in respect of charge sheet dated 14-12-1981 is concerned. The enquiry papers in respect of chargesheet dated 15-3-1982 are considered by this tribunal now. These proceedings were held on 21st April, 1982. The proceedings show the workman confessed his guilt on unconditionally and voluntarily. This tribunal therefore, finds that enquiry in both these cases was fair and proper. The findings recorded against the workman are not perverse. He was given full opportunity to defend himself.

12. The workman had filed a fresh affidavit on 07-3-2002 in support of his claim that delay is not fatal to the proceedings before this tribunal. In this affidavit he asserted that the order of removal dated June 22, 1982 was passed by the Director of Finance. The Managing Director was the Appellate Authority. It was stated by him that he had filed an appeal on 24-9-1983 against the order of dismissal to the Managing Director. This appeal was not disposed of till the date of the filing of the affidavit. It was stated that a false averment was made in written statement that the appeal was disposed on 3-12-1989. The workman claimed that he did not receive the copy of order rejecting the appeal on 3-12-1989. The copy of the order was handed over to him during the conciliation proceedings. The original order passed by the Chairman had not been produced. The workman was cross-examined on this point on appeal against the order of removal. It was not disposed of. The company examined Shri R. J. Moses who stated that he had conveyed the letter by

dated 3rd December, 1989 the order of Chairman to the workman. In cross-examination Shri Moses stated that the letter dated 3rd December was written by him on the instructions of the Chairman in writing. He was subjected to a lengthy cross-examination with a view to show that the letter dated 3-12-1989 was created during the course of conciliation proceedings. The witness stated that the letter dated 24-9-1983 was addressed to Chairman and Managing Director. One person Shri Raghuraj Singh was holding the post. It appears from the document dated 24-9-1983 marked exhibit No. 3 he had filed so called appeal against the letter dated 22-6-1982. The contents of this letter do not appear to be in nature of appeal against the order of removal. The workman did not challenge the passing of an order on merits. Nor did he say that the order of removal was in the excessive as the misconduct conducted by him deserved lesser punishment. The contents of this letter show that the workman inter alia claimed that he was possessed by God Saturn. He stated that he had confessed of his misconduct. He pleaded for compassionate treatment. Shorn of all verbiage this letter does not show that the workman had filed a regular appeal. It was not formally addressed as an appeal. The workman did not mention the regulation under which he was preferring the appeal. The workman did not file the appeal within a reasonable time of passing an order. The contents of the letter dated 24-9-1983 could not be treated as a regular appeal. In such a circumstance, the company can not be blamed for considering the letter dated 24-9-1983 as a bare request for reinstatement on the ground peculiar to the workman's condition. Such request are commonly called mercy appeals. These letters cannot be deemed to come within the domain of regular appeals. The workman cannot take advantage of a misleading document to claim that he could wait indefinitely because his appeal was not disposed of. It appears to this Tribunal, that full facts were not placed before this tribunal regarding the nature of appeal. This tribunal had granted approval to the order of removal subject to decision in appeal. That is the law. Even if the approval is granted the appellate authority could pass an appropriate order in appeal. The evidence on record led by Shri R. J. Moses shows that the appeal was disposed on 3-12-1989 under the orders of Chairman and Managing Directors. It is apparent that workman waited inordinately to raise an industrial dispute. The workman was not precluded from raising an industrial dispute questioning the order of removal. He was not precluded from raising dispute earlier as the challenge to the order of removal was not dependent upon passing an order in appeal. Since the dispute was raised in the year 1994, it was difficult for the company to prove the service of the order of rejection. However, this tribunal holds that the workman was not able to sustain his plea that the order dated 3-12-1989 was a concocted document. The conduct of the workman does not inspire any confidence for coming to the

conclusion that workman was not communicated with the order of dismissal. The workman does not appear to be illiterate. He is sufficiently educated to correspond in English. It appears to this tribunal the workman, deliberately slept over his rights, knowing full that he had no case on merits. However, this tribunal is not rejecting the reference for delay. It is passing the award on merits. The counsel for the workman argued his case vigorously and cited a number of decisions. These decisions were considered. They are as follows :

- (a) Ajaib Sing V/s. Sirhind Co-op Marketing-cum-Processing Society Ltd. & Anr. 1999 I CLR 1068 (SC).
- (b) K. S. Game V/s. State of Madhya Pradesh, 1972 LAB I. C. 927 (M. P. High Court).
- (c) N. V. Suryanarayana V/s. A. P. Khdi Board & Anr. 1993 II CLR 887.
- (d) S. L. Loona V/s. Punjab National Bank & Anr. 1992 I CLR 573 (Punjab & Haryana High Court).
- (e) Ram Chander V/s. Union of India 1986 II CLR 10 (SC).
- (f) Sukhdev Singh & Others V/s. Vhagatram Sardar Singh Raghuvanshi and another 1975 I LLJ 399 SC—5 members.
- (g) Surjit Singh V/s. Chairman and Managing Director, United Commercial Bank and Ors., 1995 I CLR 390 (SC).
- (h) Anil Kumar V/s. Presiding Officer and Others 1986 I LLJ 101 (SC).
- (i) C. Shanmugham V/s. Senior Regional Manager, Madras Region, Tamil Nadu Civil Supplies Corporation Ltd., Madras and Others 1998 II CLR 1150 (Madras HC).
- (j) Ananda Chandra Pursty V/s. Orissa Mining Corporation Ltd. and anthr. 1996 LAB I. C. 2595 (Orissa HC).

This tribunal has not dealt with all of them because it is not necessary to do so. The case resolves on the facts of the case.

The result of the aforesaid discussion is that this reference is answered by stating that the demand of Shri T. D. Parmar for reinstatement is not legal and justified. He is not entitled to any relief.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 13 मई, 2003

का. आ. 1625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इण्डिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, मुम्बई के पंचाट (संदर्भ संख्या 8/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-11012/31/92-आई. आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th May, 2003

S.O. 1625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/1994) of the Central Government Industrial Tribunal-I, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 12-05-2003.

[No. L-11012/31/92-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT : Shri Justice S.C. Pandey,
Presiding Officer

Reference No. CGIT-08/1994

Parties :

Employers in relation to the management of Air India Ltd.

And

Their Workmen

APPEARANCES :

For the Management : Shri Lancy D'Souza

For the Workman : Shri Umesh Nabar, Adv.

State : Maharashtra

Mumbai, dated 10th day of April, 2003

AWARD

1. This is a reference made by the Central Government under Section 10(1)(d) read with Section 10 2(A) of the Industrial Disputes Act. The terms of the reference are as follows :

"Whether the action of the management of Air India in terminating the services of Mr. Eknath Sukhdeo Nikam, Ex-Sr. Cleaner vide order dated

13th December, 1989 is legal and justified? If not, what relief the workman is entitled to?"

2. The matter was argued for sometime on behalf of the workman. The parties, however, have concluded an amicable settlement. Today, a joint application has been filed on behalf of the parties requesting this tribunal to dispose of this reference in terms of the settlement.

3. After examining terms of settlement as requested by the counsel for parties, this tribunal comes to the conclusion the terms are valid and are in accordance with law. Accordingly this tribunal passes this award on the following terms of settlement :

- (a) Employer shall reinstate the workman with continuity of service and without any back wages within one month from today.
- (b) Employer shall issue warning letter for his absence from duty as alleged by the employer in this dispute.
- (c) Workman shall give undertaking that he shall not remain unauthorisedly absent from duty hence forth.
- (d) Workman shall forgo his back wages and shall not make any claim for the same.
- (e) Employer shall fix him in the same scale that he was at the time of dismissal and pay him wages and benefits as per the prevailing settlement applicable to his category.
- (f) Workman agrees that he will not raise any further claim or otherwise arising out of present dispute.

4. In view of aforesaid terms and conditions, the parties to the reference shall pray the Hon'ble Central Government Industrial Tribunal No. 1 to dispose of the said reference in terms of this settlement.

5. Accordingly as prayed by the parties this reference is disposed by passing the award on aforesaid terms. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 14 मई, 2003

का. आ. 1626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इण्डिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, मुम्बई के पंचाट (संदर्भ संख्या 18/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-11012/58/99-आई. आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 14th May, 2003

S.O. 1626.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2000) of the Central Government Industrial Tribunal II, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 12-05-2003.

[No. L-11012/58/99-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT : Shri S. N. SAUNDANKAR
Presiding Officer

Reference No. CGIT-2/18 of 2000

Employers in relation to the management of M/s. Air India Ltd.

The Managing Director,
Air India Ltd.,
Air India Building,
Nariman Point,
Mumbai 400 021.

And

Their Workmen

Mr. Ramdas Z. Bhalerao,
Devka Garud Chawl,
Opp. Nanadeep Bldg.,
CST. Road,
Kurla (W),
Mumbai 400 070.

APPEARANCES :

For the Employer : Mr. L.L. D'Souza,
Representative.
For the Workmen : Shri Ajay Mahadik,
Advocate.

Mumbai, the 24th February, 2003

AWARD-PART-I

The Government of India, Ministry of Labour by its Order No. L-11012/58/99-IR(C-I) dtd. 4-2-2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

Whether the action of the management of Air India Ltd., Mumbai in terminating the services of Shri

Ramdas Z. Bhalerao, Ex Contract Labour w.e.f. 26-8-96 is legal and justified? If not what relief the workman concerned is entitled to?

2. Workman Shri Bhalerao had joined the management Air India from June, 1989 as sweeper. By statement of Claim (Exhibit-6) workman contended that by virtue of Judgment and order of Hon'ble Supreme Court in SLP No. 14116 of 96 dtd. 11-4-97 his services were regularised since covered by Writ Petition No. 487 of 1990 w.e.f. 27-3-96. It is averred that meanwhile on 26-8-96 while the workman was on duty and was doing the sweeping work opposite the Paint Shop in ASD/MAINT and in between M/s. Major Group near the lavatory while passing he saw one scrap item lying there and since it was scrap he picked up for the purpose of throwing it in garbage. However it is averred management feeling ill that he had approached the Hon'ble High Court being an active member of the union to wreckin vengeance of that, foisted him falsely alleging he committed theft of that scrap material and he was issued chargesheet for that allegation by the letter dtd. 23-10-96. It is averred that workman had replied that chargesheet by the letter dtd. 1-11-96. However ignoring that he was dismissed without conducting inquiry, as per model standing orders w.e.f. 26-8-96. It is pleaded that the management by the letter dtd. 10-3-97 decided to proceed with the inquiry and in violation of the Principles of Natural Justice, completed the proceedings on 10-12-97 without giving opportunity. It is contended by making farce of inquiry, the inquiry officer by the report dtd. 1-7-98 held him guilty and based on the findings in violation the provisions of the Model Standing Orders, dismissed him. Consequently the inquiry being not fair management be directed to reinstate him in service with full back wages.

3. Management company resisted the claim of workman by filling Written Statement (Exhibit-7) contending that since workman was in the employment till the alleged termination on 26-8-96 till the passing of order dtd. 8-12-98 there was no cause of action for the order of reference and since the Tribunal is to confine itself to the reference, reference needs to be rejected, being not maintainable. It is pleaded that the workman committed theft of company's property therefore he was given chargesheet and that workman participated in the inquiry. It is pleaded, inquiry officer by the findings dtd. 1-4-98 held him guilty of which copy was given to him and that taking into consideration the explanation given to that by the workman, he was dismissed from the service vide letter dtd. 8-12-98. It is averred service of workman was not terminated on 26-8-96 as alleged and that inquiry being fair and proper does not vitiate. Consequently management prayed to dismiss the claim of workman.

4. By Rejoinder (Exhibit-9) workman reiterated the recitals in the Statement of Claim denying the averments in the Written Statement contending that one sided inquiry was conducted in violation of rules and regulations.

5. On the basis of pleadings preliminary issues were framed at Exhibit-10 and in that context workman Bhalerao filed affidavit in lieu of Examination in Chief (Exhibit-17) and closed oral evidence vide purshis (Ex-18). In rebuttal however, management company did not lead any oral evidence vide purshis (Exhibit-19).

6. Workman filed written submissions (Exhibit-21) with the copies of rulings (Exhibit-22) and the management (Exhibit-23). On perusing the record as a whole, written submissions and hearing the representatives for the management and the Learned Counsel for the workman, I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether the reference is not maintainable as averred in para 3 of the Written Statement?	Reference is Maintainable.
2. Whether the domestic inquiry held against the workman was as per the Principles of Natural Justice?	Yes
3. Whether the findings of the inquiry officer are perverse?	No

Reasons :

7. At the outset the Learned Representative for the management Mr. D'Souza inviting attention to the inquiry proceedings filed with list (Exhibit-14) and the recitals in para 3 of written statement submitted that since according to workman he was dismissed on 26-8-96 and that according to company he was in the service till passing of order dtd. 8-12-98, there was no cause of action for the order of reference and therefore the reference is not maintainable. By way of interim Award, without going into the merits in so far as the action of the management, it is to be seen whether the inquiry was fair and proper. Since according to company by holding proper inquiry workman was dismissed on 8-12-98 based on the findings of inquiry officer dtd. 1-4-98, the fact of dismissal remains and in view of the position hardly can be said that the reference is not maintainable. Consequently Issue No. 1 is answered accordingly.

8. So far domestic inquiry is concerned, Their Lordships of Apex Court in *Sur Enamel and Stamping Works V/s. Their Workman* 1963 II LLJ SCC pg. 367 ruled that inquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him
- (2) the witnesses are examined-ordinarily in the presence of the employee in respect of the charges.

- (3) the employee is given a fair opportunity to cross-examine witnesses.
- (4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (5) the inquiry officer records his findings with reasons for the same in his report.

9. Let us scrutinise the evidence in the light of the decisions laid down as above. Admissions of the adversary is the best evidence. Workman in many paragraphs vide affidavit (Exhibit-17) stated that inquiry is not fair however by clear admissions he negated the same. He admits that management had given him charge sheet dtd. 23-10-96 and inquiry was held of that charge sheet to which he had given reply. He further admitted that he was given opportunity to engage defence representative of his choice and that one S.P. Kathkar was his Defence Representative and consequently inquiry proceedings pg. 1-29 (Exhibit-14) bear his signatures and that of his Defence representative. He further admitted that witnesses of the management were examined in his presence and his defence representative and that his defence representative cross examined them which clearly indicative to show that workman had participated in the inquiry alongwith defence representative of his choice. Matter does not rest here. Workman further admitted that he had received copy of the inquiry report to which say was given vide pg. 65-70 and consequently copy of dismissal order dtd. 8-12-98 was received by him. If we consider the tests laid down as above in the light of these admissions, it is apparent that he was clearly aware on the charges levelled against him which he had to meet and that he was given opportunity to participate therefore it is clear that inquiry was fair and proper.

10. So far perversity of findings are concerned, 'perversity' is that when findings are such which no reasonable person would have arrived at on the basis of material before him. On going through the inquiry proceedings filed with list (Exhibit-14) it is seen based on the evidence and the documents the inquiry officer had recorded findings with reasons. It is to be noted that workman by his lengthy Statement of Claim nowhere recited that the findings are perverse, however in case of domestic inquiry, that point does not lost sight. Therefore going through the record as a whole, I find domestic inquiry conducted against the workman was fair and proper and the findings are not perverse. Consequently issues Nos. 1 & 2 are answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice.

The findings of the inquiry officer are not perverse.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 14 मई, 2003

का. आ. 1627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, धनबाद के पंचाट (संदर्भ संख्या 112/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2003 को प्राप्त हुआ था।

[सं. एल-20012/359/95-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 14th May, 2003

S.O. 1627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/1996) of the Central Government Industrial Tribunal, I Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 12-05-2003.

[No. L-20012/359/95-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/S. 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 112 of 1996

Parties :

Employers in relation to the management of Mudidh Colliery of M/s. BCCL.

And

Their Workmen

PRESENT:

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers : Shri D. K. Verma,
Advocate.

For the Workman : None

State : Jharkhand Industry : Coal.

Dated, the 29th April, 2003

AWARD

By Order No. L-20012/359/95-IR (Coal-I) dated 20-11-1996 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Mudidh Colliery of M/s. BCCL in not reviewing the date of

birth of Shri Paltu Jaiswara, Miner Loader is justified? If not, to what relief is the said workman entitled?"

2: It appears from the record that this reference is pending since 1996, but upto now none has appeared so far on behalf of the workman or the union and the written statement on behalf of the workman has also not been filed as yet. It further appears that notices were sent to the workman repeatedly even under registered cover for appearance and for taking necessary steps but without any response and simply adjournment after adjournment was granted at the instance of the Tribunal to enable the workman or the union to appear and take necessary steps. As it is evident, the position remained the same.

It is thus obvious from all the above that the union or the workman is no more interested in pursuing the present matter or the dispute otherwise they would not have abandoned the present reference in such a way and would have certainly pursued the case with due diligence. Since from the conduct of the union or the workman there does not appear to be any dispute in existence for being adjudicated, it is needless to keep this case pending any further.

This reference, as such, stands finally disposed of.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 14 मई, 2003

का. आ. 1628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, धनबाद के पंचाट (संदर्भ संख्या 114/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-05-2003 को प्राप्त हुआ था।

[सं. एल-20012/382/95-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 14th May, 2003

S.O. 1628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/96) of the Central Government Industrial Tribunal, I Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of TISCO and their workman, which was received by the Central Government on 12-05-2003.

[No. L-20012/382/95-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 114 of 1996

Parties :

Employers in relation to the management of Jamadoba Colliery of M/s. TISCO Ltd.

And
Their Workmen

Present :

Shri S. H. Kazmi, Presiding Officer.

Appearances :

For the Employers : None.

For the Workman : None

State : Jharkhand

Industry : Coal.

Dated, the 29th April, 2003

AWARD

By Order No. L-20012/382/95-IR (Coal-I) dated 21-11-1996 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of 6 & 7 Pits Colliery of M/s. TISCO Ltd., in imposing ten days suspension as a penalty on Shri Rehmat Mia is legal and justified? If not, to what relief is the concerned workman entitled?"

2. It appears from the record that pursuant to the registration of this reference in this Tribunal on 17-11-1996 no written statement has been filed till date on behalf of the workman. Several adjournments were granted and repeatedly notices were issued even under registered cover to the workman or the union for appearance and also for taking necessary steps, as required but even then no significant development could take place and the position still remains the same. It is, thus, obvious that there is no dispute as such in existence for being adjudicated otherwise the workman or the union would not have abandoned this reference or their claim in such a way. Anyway, whatever may be the reason, considering the development made so far, as noticed above, it is needless to allow this case remain pending any further.

This reference, as such, stands finally disposed of.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 20 मई, 2003

का.आ. 1629.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2003 को उस तारीख के रूप में नियत करती है। जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उपधारा (i) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध राजस्थान राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

"जिला व तहसील जोधपुर में राजस्व ग्राम सांगरिया के अन्तर्गत आने वाले क्षेत्र"।

[सं. एस-38013/19/03-एस. एस.-I]

संयुक्ता राय, अवर सचिव

New Delhi, the 20th May, 2003

S.O. 1629.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2003 as the date on which the provisions of Chapter IV (Except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

"Areas comprising the Revenue villages of Sangaria in Tehsil and district—Jodhpur."

[No. S-38013/19/03-SS-I]

SANJUKTA RAY, Under Secy.

नई दिल्ली, 20 मई, 2003

का.आ. 1630.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2003 को उस तारीख के रूप में नियत करती है। जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की चुकी है] के उपबन्ध राजस्थान राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

"जिला व तहसील चित्तौड़गढ़ के राजस्व ग्राम—मानपुरा खुर्द, सिरडी, सेमलपुरा, अछेडा, दमदमा, सुरजना, जाई, भेरडा, मालाखंडी, नगरी, बिलिया एवं बोदियाना

तथा

जिला—चित्तौड़गढ़ तहसील गंगारार के राजस्व ग्राम—आजोलिया का खेड़ा, सालेरा, मुंगा का खेड़ा के अन्तर्गत आने वाले क्षेत्र"।

[सं. एस-38013/20/03-एस. एस.-I]

संयुक्ता राय, अवर सचिव

New Delhi, the 20th May, 2003

S.O. 1630.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2003 as the date on which the provisions of Chapter IV (Except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

"The Areas comprising the Revenue Village—Manpura Khurd, Sirdi, Semalpura, Aacheda, Damdama, Sirjama, Jaice, Bherda, Malakheri, Nagri, Biliya and Bodiya in Tehsil & District Chittorgarh and

The revenue village—Ajoliya-ka-khera, Salera, Munga-ka-khera in Tehsil Gangarar District Chittorgarh."

[No. S-38013/20/03-SS-I]

SANJUKTA RAY, Under Secy.